



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, August 23, 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

Quarterly Budget Update

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the July 12, 2016 and July 26, 2016 Regular Council Meeting minutes.

Item No. 2 - Bid Award

Consider bid award to ARMAG Corporation, Air Science USA, LLC., and Design Associates International, Inc. to provide police equipment, assembly, and installation to the New Police Department Headquarter in the total budgeted amount of \$109,650.24.

Item No. 3 - Proposal Award

Consider award of Request for Proposals to Fifth Third Bank for banking services.

Item No. 4 - Surplus Request

Consider declaring end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy.

Item No. 5 - Grant Agreement

Consider approval of Florida Department of Environmental Protection Grant in the amount \$500,000 for the Sunburst Lower Floridan Aquifer Wells Project.

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Item No. 6 - Professional Consultant Services
Agreement

Consider approval of agreement with Levey Consulting, LLC to providing consulting services pertaining to the Downtown and Wellness Way in the amount of \$45,000.

UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2016-31 *Final*
Parking and vehicular use areas

Consider ordinance to amend Chapter 98 to allow city on-street 8' x 22' parallel parking spaces.

Item No. 8 - Ordinance No. 2016-33 *Final*
Downtown & Waterfront Entertainment District

Consider ordinance to create a Downtown & Waterfront Entertainment District section.

NEW BUSINESS

Item No. 9 - Variance Request
Marte

Consider a variance request to allow a rear yard setback of 23 feet and a storage shed less than 150 square feet to be placed in the side yard area located at 479 Shady Creek Lane.

Item No. 10 - Variance Request
Taylor

Consider a variance request for a rear yard setback of 20 feet for 1462 Westbury Drive.

Item No. 11 - Variance Request
Headquarter Mazda

Consider a variance request to allow a monument sign to exceed 10 feet in height and to allow monument sign to exceed 60 square feet in copy area for property located at 17700 East Highway 50.

Item No. 12 - Resolution No. 2016-28 *Withdrawn*
Calvary Chapel Clermont

Consider a conditional use permit to allow a church facility in the M-1 Industrial zoning district located at 355 Citrus Tower Boulevard, Suite 102/104.

Item No. 13 - Resolution No. 2016-29
Napleton

Consider a conditional use permit to allow an existing automotive dealership in the C-2 General Commercial zoning district located at 15859 State Road 50.

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Item No. 14 - Resolution No. 2016-30
Mason's Ridge

Consider a conditional use permit to allow a multifamily development with more than 12 units, and up to 12 units per acre located south of Pitt Street between Highway 27 and Grand Highway.

Item No. 15 - Variance Request
Mason's Ridge

Consider a variance request to allow a topographical elevation change greater than 10 feet and a retaining wall to be taller than 6 feet located at the northwest corner of Pitt Street and Grand Highway.

Item No. 16 - Ordinance No. 2016-32 *Transmittal
Comprehensive Plan Amendment*

Consider ordinance transmittal for a text amendment to the Future Land Use Element to add language regarding Planned Unit Development zoning.

Item No. 17 - Ordinance No. 2016-37 *Introduction
Police Officers Pension Plan*

Consider ordinance introduction to amend the Police Officers Pension Plan.

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
MINUTES
REGULAR COUNCIL MEETING
July 12, 2016

The Clermont City Council met in a regular meeting on Tuesday, July 12, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION

Council Member Mullins gave the invocation followed by the Pledge of Allegiance.

PUBLIC COMMENTS

Shirley Dunn; South Lake Barbershop Owner, commented of the inability to place a business sign on private property. City Manager Gray offered for the planning staff to provide assistance.

Cuqui Whitehead thanked City Manager Gray and staff for their assistance with the Caribbean American Association of Lake County's event.

Mayor Ash welcomed Boy Scout Troop 268.

REPORTS

City Manager Gray reported the Budget Workshops will be held on Wednesday, July 20 and Thursday, July 21, 2016 at 6pm in the Council Chambers. The department budgets will be discussed on Wednesday and additional items will be discussed on Thursday.

The swearing-in of Council Seats 1, 3, and 5 will take place at the November 8, 2016 meeting. The cancellation of the November 22, 2016 meeting will be placed on a future agenda.

City Attorney Mantzaris – No report.

Council Member Bates thanked staff for their work on the 4th of July celebration event.

Council Member Goodgame – No report.

Council Member Mullins commented on the various events in Downtown Clermont.

Council Member Travis commented on the number of people at Waterfront Park.

Mayor Ash reported the 4th of July celebration was successful and thanked the Parks and Recreation staff, Fire Department, and Police Department for all their efforts and hard work. Staff estimated 10,000 people were in attendance.

CONSENT AGENDA

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
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Item No. 1 – Plat Approval
Esplanade Phase 1 Replat

Consider approval of Highland Ranch Esplanade Phase 1 replat.

Item No. 2 – Plat Approval
Esplanade Phase 1 A Replat

Consider approval of Highland Ranch Esplanade Phase 1 A replat.

Council Member Goodgame asked for an explanation of the map changes.

City Manager Gray stated the changes were associated with the recent approved requests of the Highland Ranch subdivision.

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

NEW BUSINESS

Item No. 3 – Event and Open Container Request; *Pig on the Pond*

Parks and Recreation Director Davidoff presented the request submitted by Pig on the Pond, Inc. for their annual event to be held on March 3, 4, and 5, 2017.

Pig on the Pond, Inc. is requesting open containers be permitted at Waterfront Park in an approved beverage area, and have agreed to hire the appropriate number of off-duty Clermont Police Officers.

The organization is requesting a section of the trail at Waterfront Park be closed during the event. Detour signs will be erected to direct patrons who wish to use the trail during the closure.

Pig on the Pond, Inc. is requesting fee waivers for the use of Waterfront Park from February 27, 2017 through March 6, 2017, as well as fee waivers for all tent permits.

The organization is requesting approval for signage within the City limits.

Tom English; Board Chair President of Pig on the Pond, Inc., stated their Mission Statement is to “Provide educational scholarships and other support to our local students, positioning them to lead successful and impactful lives in their chosen communities.” Pig on the Pond, Inc. has been providing scholarships to deserving south Lake County students for over 18 years. Mr. English thanked the City and acknowledged the partnership created over the years. Pig on the Pond, Inc. recognized 4 years ago that the cost of higher education increased and began awarding 4-year, \$10,000 scholarships, and currently supports 15 students.

The mentor program was created to augment the financial support. The recipients are paired with community leaders with experience in the recipient’s field of study. The Board is working toward creating an endowment fund capable of providing the current level of scholarship support; exclusive of the annual event. The Pig on the Pond event provides over 20 non-profit organizations with their main fund-raising opportunity for other educational scholarships.

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Mr. English introduced scholarship recipient Briana Bell. Ms. Bell commented she was in her Junior year at the University of Central Florida, majoring in legal studies. Ms. Bell thanked everyone for allowing her the opportunity to pursue a higher education.

Tom English stated the City is a Presenting Partner and the City's logo is on the front of the Event Program and the City has a half-page ad inside the Event Program. The City's logo appears in every event commercial, on all of the ads, on the home page of the Pig on the Pond event website, at the event pavilion, and on all event signs.

The intangible benefits include the City's connection with the largest and longest running south Lake County event. The support funds are used to compensate Police Officers who volunteer to work at the event.

The event has used the same amount of space at Waterfront Park for over 15 years. Mr. English commented the event is not attempting to become a County Fair. The event is a gathering of businesses, non-profits, and individuals interested in providing educational opportunities for students in south Lake County.

Clermont is the only Presenting Partner; however, Mr. English opined this is not a reason to consider cancelling the event. The Board of Directors, non-profits, recipients, sponsors, and students, would like the Council to approve the event request and use of the trail. The use of the trail from Friday afternoon to Sunday afternoon; with a detour and the option of a walk-through without paying admission, is a small inconvenience to pay for providing assistance to students in the south Lake community. Mr. English stated the City of Clermont is setting an example of how government and non-profit entities can cooperate to enrich life in a community.

Mayor Ash opened the public hearing.

Jim Purvis spoke in support of the signature event.

Ron Smart; Executive Director of the Clermont Downtown Partnership, stated the Clermont Downtown Partnership voted in support of the Pig on the Pond event remaining in Clermont. The event is beneficial to the Downtown Clermont Historic District.

Chris Barrett commented he volunteers as a high school student mentor and is a member of the Caribbean American Association. Mr. Barrett spoke in support of the event.

Kim Grogan spoke in support of the event; however, requested the trail remain open for cyclists and pedestrians.

Sarah Myer spoke in support of the event and stated her non-profit organization; STEAM, benefits from participating at the Pig on the Pond event. STEAM offers educational summer camps, and funds raised during the Pig on the Pond event provides scholarships for summer camp attendance.

Mayor Ash closed the public hearing.

Mayor Ash asked each portion of the request be addressed and voted on separately. The City Council was in agreement.

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Open container request:

Council Member Mullins moved for approval; seconded by Council Member Bates. The motion passed with all members present voting aye.

Closure of part of the Waterfront Park Trail with detour signs:

Council Member Goodgame and Mullins commented bicyclists have access by walking their bikes through the event area.

Council Member Travis commented the issues residents' expressed concern of was the inability to use the beach, and the trail being closed for an additional day.

Council Member Goodgame spoke in support of closing the trail.

Council Member Travis stated Waterfront Park is the City's biggest asset and the City does not waive fees for other non-profits. The location could be moved to a larger Clermont location, such as Lake Hiawatha Preserve.

Council Member Goodgame commented Lake Hiawatha Preserve did not have a pavilion to use for the entertainment.

Council Member Travis stated attendance of Waterfront Park has increased and the residents want to use Champions Splash Park and the beach.

Council Member Mullins commented use of the beach in March was a minor inconvenience.

Council Member Travis inquired of the possibility of leaving the trail open, and stated access to the beach was available only by water. Tom English noted the beach would be open during the event.

Mayor Ash asked of the effect the detour signs would have on usage of the Champions Splash Park. City Manager Gray commented Champions Splash Park does not open until late March.

Mr. English stressed the entrance fee is a donation and is not compulsory. People wishing to go to the beach would be allowed free entrance and all admission gates would be provided with instruction to allow free entrance. The detour signs would be for cyclists to determine the route they wish to take; bypass the event or walk their bicycle through the event. Cyclists would have difficulty walking their bicycles through the event during certain heavy traffic hours.

Council Member Travis inquired of possibly having the trail open on Sunday as hundreds of riders use the trail on Sundays. Mr. English stated vendors use both sides of the trail.

Mayor Ash suggested rewording the signage to state "Suggested donation is optional". Mr. English commented the logo on the signs will be changing and the wording can be added.

Council Member Travis commented the trail will run coast to coast soon, and the trail cannot continue to be closed for three days. The event should move to another location.

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Council Member Mullins stated the Master Plan will impact how all events are handled in the Waterfront area.

City Manager Gray commented Victory Pointe and other projects will create more event space in the downtown and waterfront area. The Master Plan includes a spur-off from the trail, providing a by-pass which can be used during events.

Mayor Ash stated the understanding of the request was to allow detour signs for the trail closure, where the trail crosses into the event area.

Council Member Mullins re-stated the trail would be closed, bicycle riders could bypass the event or walk their bicycles through the event, and beach attendees would be allowed access to the beach.

Council Member Mullins moved for approval of the understanding; seconded by Council Member Goodgame. The motion passed 4 to 1 with Council Member Travis in opposition.

Waivers for use of Waterfront Park and of tent fees:

Mayor Ash stated the waiver request for Waterfront Park usage is for the amount of \$7,000, and the tent permit waiver request is for the amount of \$109 per tent.

Parks and Recreation Director Davidoff commented tents larger than 900 square feet require a permit. The tent permit may be issued for all tents for an event at a total cost of \$109. Pig on the Pond, Inc. will be including all the tents when the permit is pulled.

City Manager Gray stated the waiver would be for \$7,000 for the Waterfront Park usage fee, and \$109 for the tent permit fee. The fee is for the fire inspection and is charged each time the Fire Inspector goes out to inspect.

Council Member Mullins commented the Council could waive one tent inspection and Pig on the Pond, Inc. would pay for any additional inspections.

Council Member Travis asked Mr. English if other cities had been asked to participate in donating to the event. Mr. English stated other cities had not been asked.

Council Member Travis noted the residents had a tax increase and are questioning the City funding the event using tax dollars. The event is a south Lake County event and the City of Clermont is the only city sponsoring the event. The scholarships are awarded to students who are from other south Lake County cities. Mr. English agreed other south Lake County cities should be contacted for sponsorships.

Mayor Ash understood the City pays \$30,000, in addition to \$7,000 waiver request. Ms. Ash inquired if the waiver request included only the \$7,000. City Manager Gray stated the sponsorship costs were included in the City's General Fund budget, which covers the police service. The Fire Department and the Public Works Department budgets cover the overtime and extra personnel expenses.

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Mayor Ash commented the Council had decided months ago that as of October 1, 2016, waivers would no longer be given. Fees will be determined by the for-profit or non-profit status of the organization. The Greater Clermont Cancer Foundation and other organizations have been denied waiver requests.

Council Member Travis concurred with Mayor Ash as Council had agreed to no longer provide waivers.

Mayor Ash stated the waiver amounts for the various requests were between \$200,00 and \$300,000 a year.

Council Member Goodgame commented he did not consider the upcoming fees would apply to Pig on the Pond as the event was a signature event.

City Manager Gray noted Pig on the Pond is on the Budget Workshop agenda. The City sponsors the Sommer Sports series, PFX Softball, and Pig on the Pond, and has previously provided fee waivers for these events.

Mayor Ash stated the groups were not specified and the agreement was made a year ago to no longer provide waivers.

Council Member Bates was opposed to approving the waiver.

Council Member Mullins was not opposed to collecting the \$7,000 and increasing the City's donation; which in turn pays for the use of Clermont Police Officers.

Council Member Travis and Mayor Ash were not in agreement with Council Member Mullins.

Mayor Ash commented if the waiver was approved, every organization the Council has denied would return before Council, and the Council would have to approve their fee waivers.

Council Member Travis asked Mr. English if the event could take place without the \$7,000 waiver approval. Mr. English stated the event could take place; however, without the waiver the bottom line and 10-year plan would be affected.

Mayor Ash commented denying a waiver to the Greater Clermont Cancer Foundation was a difficult decision, as the money the Foundation collects is used to help families in the community who have needs due to cancer. Ms. Ash was opposed to approving Pig on the Pond's waiver request.

Council Member Travis moved to deny the grounds fee waiver request; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame in opposition.

Signage:

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

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Item No. 4 – Variance Request; 953 5th Street

Senior Planner Kruse presented the variance request for a rear yard setback of 15 feet. The owner would like to reconstruct a portion of a two-family dwelling unit which burned down in November 2015. The current zoning is R-3, which allows for two-family dwelling units. The structure was built in 1925 prior to the Land Development Code and is a legal non-conforming structure in regards to setbacks. Staff recommended denial of the variance request.

James Glasco stated they would like to build the structure where the structure existed before the fire.

Janice Krueger commented the new structure would be built on the existing foundation and the square footage will remain the same as the prior structure.

Mayor Ash opened the public hearing.

Gerry Ameral spoke in support of the variance request.

Mayor Ash closed the public hearing.

Council Member Bates moved for approval; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 5 – Variance Request; Headquarter Honda

Planning Manager Henschel presented the request for a monument sign variance for the Headquarter Honda automotive dealership located at 17700 East Highway 50. The proposed sign will be 17 feet in height with a sign copy area of 64 square feet. The applicant believes the request will allow greater visibility and prevent motorists from making a U-turn on Highway 50 to return to the site. The request will also allow Headquarter Honda to remain competitive with the other surrounding automotive dealerships. The Toyota dealership has a 35-foot tall sign, and the Nissan dealership has a 20-foot tall sign. The Toyota and Nissan dealerships were approved by Lake County prior to annexing into the City of Clermont. Staff recommended denial of the variance request.

Scott Glass, Esq., was present on behalf of Headquarter Honda. Attorney Glass commented the property was developed under the jurisdiction of Lake County. The monument sign is not visible for motorists traveling east on Highway 50 due to the sign height and landscaping. Motorists who miss the entrance are making U-turns on the busy highway. The monument sign cannot be re-located closer to the roadway due to the Highway 50 right-of-way.

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

Council Member Travis asked if the billboard signs on Highway 50 were inside the City limits. Planning Manager Henschel responded the billboard signs were adjacent to the City limits. City Manager Gray stated the billboard signs will have to be removed when the property is annexed into the City.

Mayor Ash asked if sign could be moved forward. Planning Manager Henschel stated there was some flexibility of relocating the monument sign 5 to 8 feet closer towards Highway 50 and raising the sign 2 feet higher.

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Council Member Mullins commented the visibility issue appeared to be due to the landscaping and suggested raising the sign height to 10 feet and relocating the trees. Mr. Glass commented the facility was a Leadership in Energy and Environmental Design (LEED) which requires trees in the easement as part of the certification. The monument sign is located behind the easement.

Council Member Mullins asked of possibly receiving a variance from the LEED certification entity. Gail Thomasina; Headquarter Honda, stated the problem with an LEED certification is, should a tree be removed, it must be replaced. Headquarter Honda had already received a variance for trees which came down during a storm.

Council Member Mullins inquired of using the land to the southeast. Ms. Thomasina stated the land was a required water retention area.

Council Member Mullins opined the sign height request would place the sign under the tree canopy and possibly would not resolve the visibility issue.

Council Member Goodgame asked who designated the tree easement. Ms. Thomasina stated the easement designation was part of the site plan design and Lake County approvals.

Council Member Goodgame inquired if the City could grant permission to relocate trees from the easement area.

City Manager Gray suggested the applicant meet with staff on possible solutions.

Attorney Glass asked Council to table the request to August 9, 2016.

Council Member Mullins moved to table to August 9, 2016; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 6 – Ordinance No. 2016-34; *Introduction -Special Magistrate*

City Clerk Ackroyd Howe read Ordinance 2016-34 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Article V, "Code Enforcement", Division 1, "Generally", Section 2-186 "Intent of Article", providing that the City Council shall appoint a Code Enforcement Special Magistrate; deleting Section 2-187 "Definitions"; renumbering and amending Section 2-188 "Alternate Code Enforcement System"; renumbering Section 2-189 "Supplemental Enforcement"; deleting Section 2-190 "Special Master" and amending Division II, "Code Enforcement Board", Section 2-206, "Created; Jurisdiction; Enforcement by Courts"; amending Section 2-207, "Composition; Appointment; Terms of Members"; deleting Section 2-208, "Appointment of Members"; deleting Section 2-209, "Residency Requirements; Vacancies; Filling of Vacancies; Composition"; deleting Section 2-210, "Oath of Office"; deleting Section 2-211, "Organization; Quorum; Compensation"; and amending Section 2-212, "Counsel Named"; deleting Section 2-213 "Conflict of Interest"; deleting Section 2-214 "Powers of the Code Enforcement Board"; providing for codification, severability, conflict and effective date.

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Council Member Mullins moved to introduce Ordinance 2016-34; seconded by Council Member Bates. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 8:15pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
July 26, 2016

The Clermont City Council met in a regular meeting on Tuesday, July 26, 2016 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION

Pastor Kaweesa gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Florida Association of City Clerks (FACC)

Chevelle Nubin, FACC President and Delray Beach City Clerk, presented a Resolution to the City of Clermont and to City Clerk Tracy Ackroyd Howe in appreciation for her leadership and performance for serving as FACC President for 2015/2016.

Audit Presentation Fiscal Year 2015

Lacy Smith-Castillo, Finance Manager, introduced Tammy Campbell with the audit firm McDermitt Davis.

Tammy Campbell presented the highlights of the audit. The Independent Auditor's Report is an unmodified report, which is the best opinion a city can receive. The City is in compliance with laws, regulations, contracts, and grants, including grants tested as part of the federal single audit. The assessment indicated a favorable overall financial condition of the City.

The audit has been posted on the City's website under the Finance Department page.

PUBLIC COMMENTS

Wayne Weatherbee spoke of the signs he placed on his property on Montrose Street to address issues he had with the City's decisions regarding the property. The Supreme Court does not take all cases and; in his opinion, the City tampered with evidence by destroying records in the middle of court proceedings. Mr. Weatherbee commented the issues were addressed several years ago in a meeting with City Manager Saunders, Planning Director Jim Hitt, and City Attorney Mantzaris. He was accompanied to the meeting by Cheryl Lee Harrison; a Certified Planner with a Master's Degree, who stated there were several ethics violations. Mr. Weatherbee commented the Council has not fulfilled their civic duties if they do not address these issues.

Mr. Weatherbee opined he was continually harassed by the City's adoption of new ordinances, which he felt was abuse of the legal system. He commented his business has been downtown for 34 years and the business brings many people to the downtown area. He requested a meeting with City Manager Gray to discuss the projected future image of the downtown area. Mr. Weatherbee requested a copy of Ordinance 230-M, Ordinance 231-M, and the City Council and Planning and Zoning minutes pertaining to the adoption of the two ordinances. Mr. Weatherbee opined the documents are not in MuniCode, and a Federal Judge stated the document should be readily available in the local library.

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REPORTS

City Manager Gray reported the annual National Night Out event will be held at Waterfront Park on August 2, 2016 from 5pm to 8pm. The Fire Department will hold a “push” ceremony for the new firetruck at Fire Station 3 on July 29, 2016 at 10am.

City Attorney Mantzaris – No report.

Council Member Bates suggested honoring local Olympians at a future Council meeting.

Council Member Goodgame attended the funeral service for Firefighter DeMarinis and thanked the Fire Department for assisting the family.

Council Member Mullins – No report.

Council Member Travis reported she rode a recycling truck with Environmental Services Director Roy and staff. The goal is to have 70 percent of refuse recycled by 2020.

Mayor Ash held Coffee with the Mayor at the South Lake Art League, attended a presentation by Communications Director Bloodsworth to the Caribbean American Association, and attended the viewing and funeral of Firefighter DeMarinis. Mayor Ash thanked the various Fire Departments which covered the City during the funeral service. The City held budget workshops on July 20 and 21, 2016 and Council consensus was to have the millage rate remain the same. The Public Budget Hearings will be held on September 8, 2016 and September 22, 2016 at 6pm.

City Manager Gray reported the City received bids for the sign at the Arts and Recreation Center. The low bid was from Durell, Inc. in the amount of \$52,543. The funds are available in the Parks and Recreation budget. He requested Council consider approval to award Durell, Inc. the bid for the sign.

Council Member Mullins moved to accept the low bid for the new sign at the Performing Arts Center; seconded by Council Member Goodgame.

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

Council Member Bates asked of the information on the sign. City Manager Gray stated the sign will have the City logo and a marquee listing upcoming events.

The motion passed with all members present voting aye.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the May 24, 2016 and June 14, 2016 Regular Council Meeting minutes.

City of Clermont
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| Item No. 2 – Council Meeting Cancellation | Consider cancellation of the regularly scheduled second Council meeting in November. |
| Item No. 3 – Purchase Approval | Consider request to purchase telephone equipment from FL State WSCA contract with Verteks Consulting to provide ShoreTel IP telephone system in the quoted budgeted amount of \$62,410.95. |
| Item No. 4 – Purchase Approval | Consider request to purchase network switching equipment from FL State WSCA contract with CDW-G to provide HPE network switches in the quoted budgeted amount of \$68,960.00. |
| Item No. 5 – Resolution No. 2016-27 | Consider Resolution restating the creation of the Clermont Fire Department. |

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

UNFINISHED BUSINESS

Item No. 6 – Ordinance No. 2016-19; *Final – WaterBrooke*

City Clerk Ackroyd Howe read Ordinance 2016-19 aloud by title only.

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

Senior Planner Kruse presented the request for a future land use change for 28.6 acres annexed into the city in May 2016. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the city's Low Density Residential. The city's Low Density Residential allows up to three dwelling units per acre and does not permit commercial or industrial uses. The Florida Department of Economic Opportunity reviewed the future land use change request and had no objections. Staff recommended approval of the request to change the future land use.

Attorney Cecelia Bonifay was present on behalf of the applicant.

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

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Council Member Goodgame moved for adoption of Ordinance 2016-19; seconded by Council Member Mullins. The motion passed 5 to 0 on a roll call vote.

Item No. 7 – Ordinance No. 2016-34; Final – Special Magistrate

City Clerk Ackroyd Howe read Ordinance 2016-34 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending Article V, “Code Enforcement”, Division 1, “Generally”, Section 2-186 “Intent of Article”, providing that the City Council shall appoint a Code Enforcement Special Magistrate; deleting Section 2-187 “Definitions”; renumbering and amending Section 2-188 “Alternate Code Enforcement System”; renumbering Section 2-189 “Supplemental Enforcement”; deleting Section 2-190 “Special Master” and amending Division II, “Code Enforcement Board”, Section 2-206, “Created; Jurisdiction; Enforcement by Courts”; amending Section 2-207, “Composition; Appointment; Terms of Members”; deleting Section 2-208, “Appointment of Members”; deleting Section 2-209, “Residency Requirements; Vacancies; Filling of Vacancies; Composition”; deleting Section 2-210, “Oath of Office”; deleting Section 2-211, “Organization; Quorum; Compensation”; and amending Section 2-212, “Counsel Named”; deleting Section 2-213 “Conflict of Interest”; deleting Section 2-214 “Powers of the Code Enforcement Board”; providing for codification, severability, conflict and effective date.

City Manager Gray stated the Council discussed going to a Special Magistrate instead of continuing with a Code Enforcement Board at a Council Workshop. The Board has experienced quorum issues at times, which delays code enforcement cases. Cities have converted to a Special Magistrate format to improve efficiency of the code enforcement process. City Manager Gray commented the Code Enforcement Board members are doing a good job.

City Attorney Mantzaris was available to answer questions.

Mayor Ash opened the public hearing.

Chandra Myers; Code Enforcement Board Chair, opined having a Special Magistrate does not provide for cases to be reviewed by a peer group. Ms. Myers commented she has served on the board since September 2011 and requested the Council continue using the Code Enforcement Board process.

Dave Holt stated the Code Enforcement Board allows for the citizens to get involved in city government. Mr. Holt commented people are willing to listen to their fellow neighbors on the board and more readily come into compliance. He mentioned he was unaware of how a Special Magistrate process worked. Mr. Holt suggested reducing the number of board members and offered to assist the city in evaluating ways to improve the board’s efficiency.

Mayor Ash closed the public hearing.

City Attorney Mantzaris clarified the Special Magistrate and the Code Enforcement Board process were identical.

Council Member Mullins noted another advantage to a Special Magistrate process was the meetings could be held during the day.

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City Attorney Mantzaris commented the plan, from staff's perspective, would have the meetings held in the day. Meetings can be scheduled easier and the number of meetings would be dependent on case load.

Council Member Travis noted the cost would not increase.

City Attorney Mantzaris stated the city pays for an independent outside legal counsel to the board, and the hiring of a Special Magistrate would replace the current legal counsel.

Council Member Mullins asked of expanding the Planning and Zoning Board to allow more citizen volunteer opportunities. City Manager Gray commented staff will be re-establishing the Parks and Recreation Advisory Committee. The appointments could occur in the fall, along with the other city appointments.

Council Member Travis mentioned the Youth Council appointments would also occur in the fall.

City Attorney Mantzaris commented the trend in local government is leaning towards citizen-type committees and away from boards such as the Code Enforcement Board.

Council Member Bates suggested reducing the required number of board members and re-visiting the current process in a year. City Attorney Mantzaris stated the Florida Statutes set the number of board members.

Council Member Mullins suggested placing a five-year sunset clause on the Special Magistrate process.

Mayor Ash suggested a sunset clause of one or two years.

Council Member Bates asked of the effective date for the Special Magistrate process. City Attorney Mantzaris commented the process would be transitioned.

Council Member Goodgame spoke in favor of retaining the board for a year and should the current process not work out, bring the matter back to the Council.

Council Member Travis spoke in favor of moving forward with a Special Magistrate. The process is more efficient and does not involve any cost increases.

Council Member Goodgame expressed concern of daytime hearings imposing a burden on the citizens.

Council Member Bates asked how the change would affect the process.

Council Member Travis stated the process would be more efficient. Individuals attempting to close on a property involved in a code enforcement issue would be able to have the situation resolved more rapidly.

Mayor Ash inquired of the number of cases the board handles each month and how long the meetings lasted. City Attorney Mantzaris stated the average case load was six to seven cases and the average meeting runs approximately an hour, as many cases do not have someone attend the meeting.

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Mayor Ash asked of how a 'no show' would be handled using the Special Magistrate process. City Attorney Mantzaris stated the process would be handled the same way. The city has the burden of proof to provide enough evidence the violation exists. The Code Enforcement Officer would present the information and the Special Magistrate would ask any questions and make a determination.

Council Member Bates asked of any financial savings regarding staff time. City Manager Gray commented there would be a cost savings with staff attending meetings during working hours.

City Attorney Mantzaris stated most Special Magistrate hearings are held during working hours. The decision on when to hold the hearings would be determined by the Council.

Council Member Bates and Mullins asked if the process had the flexibility to offer varied meeting times for individuals who work. City Attorney Mantzaris stated the city could offer the flexibility.

Mayor Ash preferred the meetings have a set time.

Council Member Mullins suggested giving the Special Magistrate process a two-year trial run and allow for the option of the ability for individuals to request a different hearing time under special circumstances.

City Attorney Mantzaris stated the ordinance does not indicate when the meetings would occur, Council would direct staff on the meeting times.

Mayor Ash suggested including a form with the hearing notice for requesting a different hearing time.

Council Member Goodgame stated an individual should be able to request a different hearing time.

Council Member Mullins moved to adopt Ordinance 2016-34 for a two-year period, which can be extended by future City Council, with instruction to the Special Magistrate to have flexible hours for people with special cases;

City Attorney Mantzaris suggested providing an October 1, 2016 effective date. Staff will return to Council with a process.

Council Member Mullins agreed to the amendment. Council Member Travis seconded the motion.

Mayor Ash requested the motion not include the hours.

City Clerk Ackroyd Howe restated the motion:

Council Member Mullins moved to adopt Ordinance 2016-34 for a 2-year period, which can be extended by future City Council, with instruction to the Special Magistrate to have flexible hours for people with special cases, with an effective date of October 1, 2016; seconded by Council Member Travis.

Mayor Ash requested the motion be amended to state the Ordinance would be adopted for a 2-year period, effective October 1, 2016.

City of Clermont
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Council Member Mullins agreed to amend the motion. Council Member Travis agreed to second the amendment to the motion.

City Clerk Ackroyd Howe restated the final motion:

Council Member Mullins moved to adopt Ordinance 2016-34, establishing the Ordinance for a two-year period with an effective date of October 1, 2016; seconded by Council Member Travis.

The motion passed 4 to 1 on a roll call vote, with Council Member Goodgame opposed.

NEW BUSINESS

Item No. 8 – Utility Service Agreement for Water and Wastewater; *Extreme Groves Investments, LLC*

Economic Development Director Hitt presented the request for a Utility Service Agreement for Water and Wastewater service for the proposed Extreme Grove, LLC. development. The letter from the Lake County Board of County Commissioners was read into the record. Lake County expressed concerns of the proposed development regarding transportation impacts, density, design, and compatibility.

The site is located within the Interlocal Service Boundary Agreement (ISBA) and within the Joint Planning Area (JPA). Annexation of land which is not contiguous to the city must have an approved Utility Service Agreement. The proposed project is for 122 single family homes on 66.4 acres and is located on the north side of Hartwood Marsh Road, east of the Clermont city limits, and west of the Lake/Orange County border. The Future land use with Lake County is Rural and the proposed land use after annexation will be Low Density Residential, which is 3 dwelling units per acre. The current zoning in Lake County is Agriculture and the proposed zoning will be Planned Unit Development.

The proposed development is surrounded on the north by land owned by the Lake County Water Authority, 5 acres of single family homes to the south, 5 acre tracts of land to the east in Orange County, and 70 feet of Lake County Water Authority access land with an additional 113.5 acres to the west.

The proposed development is part of the Wellness Way Urban Service area and the maximum density is 1.85 dwelling units per acre. The projected usage is 58,560 gallons per day for water, 26,531 gallons per day for wastewater, and 51,550 gallons per day for re-use water.

Staff has concerns regarding transportation.

The proposed project received the capacity letter from the Lake County School Board. Lost Lake Elementary School is 7 percent under capacity, East Ridge High School is 8 percent under capacity, and Windy Hill Middle School is 20 percent over capacity.

The project would have to be developed pursuant to a Utility Service Agreement and any changes to the agreement would require approval of the City Council.

City Manager Gray noted County Manager Heath contacted city staff late this afternoon with the letter from the Lake County Board of County Commissioners.

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Council Member Travis inquired if the Lake County Board of County Commissioners was opposed to the Utility Service Agreement. Economic Development Director Hitt commented the Commissioners had concerns regarding transportation and access.

City Attorney Mantzaris stated typically utility service agreements include specifics in regard to the proposed project. The City's utility agreements contain provisions regarding project completion and have a conceptual plan. The letter from Lake County was of the understanding that the utility agreement incorporated the proposed project.

Attorney Cecelia Bonifay; Akerman, LLP, introduced Tom Daley, who prepared the required plans. The owners of the property and contract purchaser were also present.

Attorney Bonifay expressed disappointment in Lake County for the letter of opposition to the project. The item before the Council is the Utility Service Agreement and the project is located in the City's Utility Service Boundary. The city entered into an agreement with Lake County which allows the city to annex property; contiguous or not, without Lake County approval.

Extreme Groves has submitted an annexation, rezoning, and Comprehensive Plan Amendment application to the City. The applicant has met with the city's Site Review Committee twice and have had several meetings with the adjacent land owners.

Attorney Bonifay commented the Interlocal Service Boundary Agreement was reviewed, and the city advised the applicant to submit an application for a Utility Service Agreement prior to moving forward with the requests for annexation, rezoning, and a Comprehensive Plan Amendment.

Attorney Bonifay stated the city's Utility Service Agreement requires to submit the number of units involved; the amount of water, sewer, and re-use water which will be required per day; and submit a conceptual site plan. The agreement does not include future development rights or entitlements.

Extreme Groves is working with the Lake County Water Authority on the 70 feet of property for access. The property has never been developed and was sold to the Lake County Water Authority for perpetual use as a park area. Extreme Groves is proposing a joint venture with the Lake County Water Authority to assist in paving the road to relieve traffic conditions. Attorney Bonifay stated the proposed project will return before the City Council with plan details during the annexation, rezoning and Comprehensive Plan Amendment stage.

The Interlocal Service Boundary Agreement with Lake County granted the city the ability to annex properties which are not contiguous, without Lake County approval or consent. Attorney Bonifay requested approval of the Utility Service Agreement.

Mayor Ash asked for clarification of the request under consideration.

City Manager Gray commented historically the City Council approved Utility Service Agreements to proposed developments and later requested the property annex into the city. Prior to the Interlocal Service Boundary Agreement, a property was required to be contiguous before the property could annex into the city. The current request for a Utility Service Agreement is to allow the property the right to annex into the city under the Interlocal Service Boundary Agreement. The Council can remove the development portion of the request as the details of the project would be considered during upcoming hearings.

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Mayor Ash asked if Council could separate the proposed plan and vote only on the Utility Service Agreement. City Attorney Mantzaris stated Council could make this a pure capacity question based on the maximum number of residential units which could exist.

Council Member Goodgame inquired of delaying the Utility Service Agreement until reviewing the development plans. City Attorney Mantzaris commented Council could simply say they approve providing water and sewer to 122 single family residences, and acknowledge the city's system has the capacity to provide the service. The city would then control the annexation process and would have the opportunity to review the detailed project during the annexation process.

Mayor Ash asked Council to consider limiting the discussion to the Utility Service Agreement, and limiting the amount of utility services the city will provide to a maximum of 122 homes.

Attorney Bonifay commented Lake County determined they did not want to be in the utility service business and established Interlocal Service Boundary Agreements with the municipalities. The Extreme Groves Utility Service Agreement; under Section 2, Development Standards (c), clearly states the overall density of the development shall be determined by the City of Clermont.

City Attorney Mantzaris stated Section 1.22 and 2B could be removed from the agreement.

Council Member Goodgame spoke in favor of reviewing the proposed development prior to approving the Utility Service Agreement. City Attorney Mantzaris commented the city could not annex the property without an approved Utility Service Agreement.

Mayor Ash opened the public hearing.

Frank Fernandez spoke in opposition of the request; citing too many homes for the 66 acres and too many unanswered questions. Mr. Fernandez asked if site plans had been submitted to the city when applying for utility services.

City Manager Gray stated a site plan had been provided to the city.

Tom Graham commented the residents met with Lake County and were pleased with the letter from Lake County. Mr. Graham was opposed to the proposed development and asked Council to deny the request.

Yvette Whitaker spoke in agreement with the letter from Lake County and requested Council postpone the request. Ms. Whitaker expressed concern of increased traffic.

Yanette Moyano stated the developer held two meetings with the residents and their concerns have not been addressed. The major concern was the density of the proposed project and increased traffic. Ms. Moyano was opposed to the request.

Mayor Ash closed the public hearing.

Council Member Mullins asked who provided the water and sewer service to the current residential area. City Manager Gray stated the residents have well water and septic systems.

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Council Member Goodgame mentioned Hartle Road was west of the proposed development and there will be a traffic signal at Hartle Road and Hartwood Marsh Road. Mr. Goodgame expressed concern of the area lacking enough traffic signals. City Manager Gray commented the issue would be reviewed by Council during the annexation process.

Council Member Bates asked how the number of residential units was determined. City Attorney Mantzaris stated an applicant approaches the city to request service for a certain amount of residential units. The city determines if the capacity exists to service the number of residential units.

Council Member Travis inquired of the possible opportunity for the Lake County Water Authority to open the easement. City Manager Gray commented Extreme Groves will go before the Lake County Water Authority Board in August to request opening of the easement be open.

Council Member Mullins asked if the Council was considering servicing a maximum of 122 homes or the maximum usage requested. City Attorney Mantzaris stated the agreement included the number of residential units.

Council Member Travis inquired if the city could deny water service. City Attorney Mantzaris commented should the developer have an alternative means to provide service, the city could deny the request.

Council Member Mullins requested clarification of the deletions to the agreement.

City Attorney Mantzaris stated if the Council desired to go with the concept of approving 122 single family lots for water, sewer, and re-use, and not approving any development standards; Council would delete Section 1.22 and Section 2 (b), which would also eliminate the map.

Council Member Travis moved to accept the Utility Service Agreement for Water and Wastewater for Extreme Groves Investment, LLC., minus Sections 1.22 and 2B; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 9 – Variance Request; *Kings Ridge Village Shopping Center*

Planning Manager Henschel presented the variance request for a reduction of 9 parking spaces for a proposed restaurant located within a retail building in the Kings Ridge Village shopping center. Staff recommended denial of the variance request.

Bob Barkett was present on behalf of the applicant.

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

Council Member Mullins asked of the number of parking spaces required for delivery staff. Mr. Barkett stated delivery staff would be dependent on business volume. The delivery staff are not parked for lengthy periods of time.

Council Member Goodgame commented of the need for golf cart parking.

Council Member Mullins noted the challenges with the location.

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

Item No. 10 – Proposed Ad Valorem Millage Rate

Finance Director VanZile stated based on the budget workshop held on July 20, 2016, staff recommends a proposed millage rate of 4.2061 for Fiscal Year 2017, which is the same millage rate for Fiscal Year 2016. The proposed millage rate will be included in the property tax notices mailed to all City residents by the Lake County Tax Collector's Office in August.

The final millage rate for Fiscal Year 2017 will be approved by the City Council at a public hearing on September 22, 2016. The General Fund will be balanced with the proposed millage rate.

Council Member Goodgame commented prior budgets ended with a lot of excess and asked if the budgets were not balanced. City Manager Gray stated the city always has to adopt a balanced budgeted. Expenditures exceeded revenues in prior budgets, and funds had to be drawn from reserves to have a balanced budget.

Council Member Mullins suggested Council consider using the roll-back rate.

Mayor Ash was opposed to adopting a lower millage rate.

Council Member Mullins moved to adopt the tentative millage rate as presented; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 11 – Ordinance No. 2016-35; Introduction – Fire Prevention Code

City Clerk Ackroyd Howe read Ordinance 2016-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, creating City Code Chapter 15 "Fire Safety Code", providing for conflicts; severability; codification; and an effective date.

Council Member Bates moved to introduce Ordinance 2016-35; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 12 – Ordinance No. 2016-36; Introduction – Mazda Annexation

City Clerk Ackroyd Howe read Ordinance No. 2016-36 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary Agreement dated December 2, 2014; providing for an effective date, severability, recording, and publication.

Council Member Bates moved to introduce Ordinance 2016-36; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting was adjourned at 8:43pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve award recommendation between the City of Clermont and ARMAG Corporation, Air Science USA, LLC., and Design Associates International, Inc. to provide police equipment, assembly, and installation to the new Police Department Headquarter.		
Staff Report		
The Purchasing Department and the Police Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 16-046 to purchase police equipment for the new Police Department Headquarter. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the RFB. The bid provided eighteen (18) separate line items for various police equipment needed for the new Police Department Headquarter. Bids were received for line items 3,4,5,7,8,10 and 13 while the rest were received no bids. The award was based on individual line items lowest total price per company. The Purchasing Department will issue a bid for the remaining equipment. Award is being recommended to responsive and responsible bidders ARMAG Corporation, Air Science USA, LLC., and Design Associates International, Inc. at the total amount of \$109,650.24 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$109,650.24 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 16-046 Response Tabulation	RFB 16-046 Response Tabulation.pdf	
2. Award Recommendation	RFB 16-046 Award Recommendation.pdf	
3. Ad	RFB 16-046 Police Equipment.docx	



RESPONSE TABULATION

Bid #16-046
Police Department Headquarter Equipment Re-Bid

				ARMAG Corporation			Air Science USA LLC			Design Associates International dba DAI Industrial Products			Safariland			
Item #	Item	Qty	Unit	Prod Code	Price	Total	Prod Code	Price	Total	Prod Code	Price	Total	Prod Code	Price	Total	
1	Electronic Key Management System or Equivalent	1	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
2	Livescan ID and Booking Process or Equivalent	1	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
3	Evidence Drying Cabinet or Equivalent	1	each		No-Bid	No-Bid	FDC-008D	\$6,600.00	\$6,600.00		No-Bid	No-Bid		\$8,075.00	\$8,075.00	
4	Latent Print Dusting Station or Equivalent	1	each		No-Bid	No-Bid	DWS48	\$2,899.00	\$2,899.00		No-Bid	No-Bid		\$3,420.00	\$3,420.00	
5	Benchtop Fuming Chamber or Equivalent	1	each		No-Bid	No-Bid	CA30S	\$3,948.00	\$3,948.00		No-Bid	No-Bid		\$9,975.00	\$9,975.00	
6	Advanced Workstation or Equivalent	1	each		No-Bid	No-Bid	PURAIR P10XL	\$3,499.00	\$3,499.00		No-Bid	No-Bid		\$2,475.00	\$2,475.00	
7	Stainless Steel Adjustable Shelves or Equivalent	67	each		No-Bid	No-Bid		No-Bid	No-Bid		\$1,223.84	\$81,997.28		No-Bid	No-Bid	
8	Commercial Workbench w/Drawers or Equivalent	1	each		No-Bid	No-Bid	lista	\$2,100.00	\$2,100.00		No-Bid	No-Bid		No-Bid	No-Bid	
9	Wall Mounted Bike Rack (2 Bike Capacity) or Equivalent	6	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
10	Stainless Steel Worktable Rolled Edge or Equivalent	4	each		No-Bid	No-Bid		No-Bid	No-Bid		\$1,022.74	\$4,090.96		No-Bid	No-Bid	
11	Husky C301H 30-Gallon Air Compressor or Equivalent	1	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
12	Rifle Clear or Equivalent	2	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
13	Type 2 Cabinet Magazine Storage or Equivalent	1	each	602448-I	\$4,516.00	\$4,516.00		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
14	Vehicle Lift or Equivalent	1	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
15	Fingerprint Stand or Equivalent	3	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
16	Siren-Strobe Notifier or Equivalent	2	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
17	Refrigerator Freezer Monitor-Alarm or Equivalent	1	each		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid		No-Bid	No-Bid	
18	Total equipment delivery and installation	1	each		\$0.00	\$0.00		\$0.00	\$0.00		\$0.00	\$0.00		\$1,000.00	\$1,000.00	
						\$4,516.00							\$19,046.00			
													\$86,088.24			
														\$24,945.00		



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
AUGUST 4, 2016
RFB 16-046 – POLICE DEPARTMENT HEADQUARTER EQUIPMENT RE-BID

Based on the results of the bid submittals, the Purchasing Department is recommending award to the responsive responsible low bidders:

ARMAG Corporation	Line Item 13	\$4,516.00
Air Science USA, LLC.	Line Items 3,4,5,6,8	\$19,046.00
DAI Industrial Products	Line Items 7,10	\$86,088.24
Total Bid Amount		\$109,650.24

REQUEST FOR BID

The City of Clermont is accepting bids from qualified respondents to purchase Police Department Headquarter Equipment (RFB 16-046). All responses must be received prior to **2:00 P.M. on Thursday, July 21, 2016**. Information about the bid may be obtained from the City's website at <http://www.clermontfl.gov/> or through BidSync at <https://www.bidsync.com/>.

Publication Date: Newspaper
June 22, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, August 23, 2016											
Agenda Item Name											
Proposal Award											
Requested Action											
Recommend to approve contract between the City of Clermont and Fifth Third Bank to provide banking services.											
Staff Report											
The evaluation committee recommends approval of the above action. The Purchasing Department issued a Request for Proposal (RFP) number 16-034 on April 11, 2016 to obtain the services of a qualified public depository to provide comprehensive banking services to the City of Clermont, effective October 1, 2017. The City's current banking services contract is in effect until September 30, 2017. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. The City received proposals from Fifth Third, Seacoast, Chase and BB&T banks. An evaluation committee composed of four (4) City staff members (three voting members and one non-voting member) reviewed, scored and ranked the proposals. Fifth Third Bank was the top ranked bank selected based on their ability to interface with the City's financial system, experience with similar sized public entities and service fees/interest earnings. In addition, Fifth Third has been the City's primary bank since 2009. An analysis of all proposals showed the Fifth Third proposal resulted in the highest projected annual net interest earnings (interest earnings less service fees) of \$105,812, which is higher than the current contract annual net interest earnings of \$59,651. Based on the fact that the new contract terms were more favorable to the city, the Purchasing Director successfully negotiated with Fifth Third to start the new contract terms, effective October 1, 2016. The award recommendation is being made to the most qualified public depository, Fifth Third Bank.											
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>RFP 16-034 Evaluation Summary</td><td>RFP 16-034 Evaluation Summary.pdf</td></tr><tr><td>2.</td><td>RFP 16-034</td><td>RFP 16-034.pdf</td></tr><tr><td>3.</td><td>Ad</td><td>RFP 16-034 banking services.docx</td></tr></table>			1.	RFP 16-034 Evaluation Summary	RFP 16-034 Evaluation Summary.pdf	2.	RFP 16-034	RFP 16-034.pdf	3.	Ad	RFP 16-034 banking services.docx
1.	RFP 16-034 Evaluation Summary	RFP 16-034 Evaluation Summary.pdf									
2.	RFP 16-034	RFP 16-034.pdf									
3.	Ad	RFP 16-034 banking services.docx									



City of Clermont Evaluation Summary

RFP No. 16-034 PROJECT TITLE: Banking Services

Meeting Location and Time:

July 12, 2016 at 3:00 P.M. 2nd Floor Conference Room 232

Evaluation Committee Members:

Joe Van Zile	Finance Director
Lacy Smith-Castillo	Finance Manager
Michelle Davis	Accountant
Freddy Suarez	Purchasing Director (non voting member)

	Points Received	Points Received	Points Received	Total Points	Ranking
Fifth Third Bank	90.75	95.8	94	280.55	1
BB&T	81.5	86.4	67	234.9	2
JPMorgan Chase	66	69.2	65	200.2	3
Seacost Bank	61	53	51	165	4

Meeting Notes:

The Evaluation Committee has decided to rank the responses in the same order as the points received during their initial evaluation. There will be no shortlist and no informal presentation. The Purchasing Director will negotiate with the top ranked firm. If negotiations fail, negotiations will discontinue and start negotiations with the next highest firm.



REQUEST FOR PROPOSAL

Banking Services

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFP No. **16-034**

ISSUED DATE: *April 11, 2016*

RESPONSE DUE DATE: May 12, 2016 at 2:00 P.M. (EST)

PRE-SUBMISSION MEETING: Not Applicable

DEADLINE FOR WRITTEN QUESTIONS: May 4, 2016
at 3:00 P.M. and must be submitted through BidSync.

SOLICITATION RESPONSE: Sealed responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted.

Responses must be delivered to:

City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

OFFER PERIOD: All responses shall remain firm for a period of **Ninety (90)** calendar days from the response due date specified above or as otherwise amended.

The following documents, if indicated below, must be completed and submitted with response.

	SECTION A Response Procedures		SECTION B Statement of Work		SECTION C Response Format
	SECTION D Evaluation Process		SECTION E Terms and Conditions	X	SECTION F Conflict of Interest
X	SECTION G Drug-Free Workplace	X	SECTION H Public Entity Crimes	X	SECTION I Supplemental Questionnaire
X	SECTION J Signature Page	X	SECTION K Fee Schedule		SECTION L Intentionally Omitted
	SECTION M Intentionally Omitted		SECTION N Intentionally Omitted		SECTION O Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to receive responses from qualified public repositories interested in providing banking services to the City in accordance with the terms, conditions, and specifications contained herein. Upon the completion of the response review process, the City intends to enter into direct negotiations with the most qualified respondent resulting in a term contract for an initial sixty (60) month period. Prior to completion of the initial term of the continuing contract, the City shall have the option to renew the contract for three (3) additional twelve (12) month period(s).

The City of Clermont uses BidSync, a central notification system which provides bid notification services to interested vendors. BidSync allows for vendors to register online and receive notification of new solicitations, addendum and awards. There is no charge to vendors/contractors to register and participate in the solicitation, nor will any fees be charged to the awarded vendor. Vendors with internet access should review the registration options at the following website: www.bidsync.com. If no internet access is available, please contact BidSync vendor support group at 800-990-9339.

2 – PRE-SUBMISSION MEETING

Not applicable to this solicitation.

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Purchasing Department will accept written questions up until 3:00 P.M. on Wednesday, May 4, 2016. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Purchasing Director.

The City of Clermont requires **all** questions relating to this solicitation be entered through the “**Create New Question**” option available on the BidSync website. Responses to questions will be provided online at www.bidsync.com.

- **ALL QUESTIONS MUST BE SUBMITTED PRIOR TO THE DEADLINE.**
- **QUESTIONS WILL NOT BE ANSWERED VIA TELEPHONE OR FAX.**

4 – SUBMISSION OF RESPONSE

Respondents must provide one (1) original and four (4) copies of the response. Original response shall be type written and provide all original letters; affidavits, etc. requiring signature will be signed in blue ink. No erasures are permitted. If a correction is

SECTION – A
RESPONSE PROCEDURES

necessary, draw a single line through the entered figure and enter the corrected figure above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

5 – DELIVERY OF RESPONSE

All responses must be received in a sealed envelope or box with the solicitation number, title and company name clearly marked:

“RFP NUMBER, SOLICITATION TITLE AND COMPANY NAME”

Responses will not be accepted by facsimile transmission or electronic mail. Responses submitted early may be withdrawn prior to the deadline by the responder. All responses must remain valid for at least ninety (90) calendar days, and will remain the property of the City.

It is the sole responsibility of the respondent to ensure the timely delivery of the response. The City will not be responsible for the failure of service on the part of the U.S. Postal Service, courier companies, or any other form of delivery chosen by the respondent.

All responses must be delivered to the 2nd Floor, Purchasing Department, 685 W. Montrose Street, Clermont or mailed to the location stated below prior to **2:00 P.M. (EST) on Thursday, May 12, 20016**. Only the names of the respondents will be read aloud.

City of Clermont Purchasing Department P.O. Box 120219 Clermont, FL 34712-0219	City of Clermont Purchasing Department 685 W. Montrose Street, 2 nd Floor Clermont, FL 34711-2119
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6 – RESPONSE INFORMATION AS PUBLIC DOCUMENTS

Any and all materials initially submitted or subsequently submitted as part of this solicitation process shall become property of the City and shall be treated as City documents subject to typical practice and/or applicable laws for public records. Otherwise, the City will not distinguish or treat any material received as confidential, proprietary, and/or a trade secret, unless specifically designated as such by the respondent. Furthermore, by submitting a response, the respondent agrees to hold the City harmless for any public use or dissemination of and all information submitted through this process.

SECTION – A
RESPONSE PROCEDURES

7 – TIMETABLE

The following dates are set forth for information and planning purposes; however the City reserves the right to change the dates as needed. Respondents are advised to closely monitor any potential date changes through the City's web based partner BidSync at www.bidsync.com. (Please note that there is no charge or fee involved for respondents to register and utilize BidSync).

Task	Date
Solicitation issue date	April 11, 2016
Newspaper advertisement	April 14, 2016
Pre-submission meeting	Not Applicable
Questions deadline	May 4, 2016 at 3:00 P.M.
Release of addenda	T.B.D.
Response due date	May 12, 2016 at 2:00 P.M. (EST)

8 – RESTRICTION OF COMMUNICATION

Respondents are strongly cautioned that inappropriate efforts to lobby or influence individuals or organizations involved in this selection process may result in dismissal from further consideration.

9 – RESERVATION OF RIGHTS TO THE CITY

The issuance of this solicitation and the acceptance of responses do not constitute an agreement by the City that it will enter into a contract with any of the respondents to this solicitation.

The City reserves the right to extend the response due date, request additional information from any and all respondents, reject any and all responses, to enter into negotiations with the next qualified respondent if negotiations with the top respondent do not result in an agreement, cancel the project, and/or re-advertise the solicitation. The City reserves the right to disqualify any respondent at the sole discretion of the City.

By submitting a response and subsequent information, the respondents waive the right to object to the exercise of the City's right to disqualify a respondent and/or a response, either now or in the future.

SECTION – A
RESPONSE PROCEDURES

10 – RESPONSE EXPENSES

All costs associated with the preparation to this response shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

11 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance using a standard Accord form showing no less than the amounts indicated below with their response.

All suppliers performing work on City property or public right-of-way shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Respondents shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion may require a certified copy of the policy.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

XX	1. General Liability with limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).	
XX	2. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.	
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).	
XX	4. Excess Liability - \$_____.00 per occurrence to follow the primary coverage.	
XX	5. Other insurance as indicated:	
	___ Builders Risk completed value	\$_____.00
	___ Liquor Liability	\$_____.00
	___ Fire Legal Liability	\$_____.00
	___ Protection and Indemnity	\$_____.00

SECTION – A
RESPONSE PROCEDURES

	___ Employee dishonesty Bond	\$ _____ .00
	___ Professional Liability	\$ _____ .00
	___ Other	\$ _____ .00
XX	6. Thirty (30) days written cancellation notice required.	
XX	7. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	8. The City of Clermont must be named as an Additional Insured with regards to General Liability policies; and it must be stated on the certificate of insurance description of operations.	
XX	9. The certificate must state the solicitation number and title .	

12 – CONTRACT NEGOTIATIONS

It is the intent of the City to enter into a contract for the services as outlined. The responses constitute an agreement that any contract resulting from this solicitation will be prepared by the City. Consequently the City does not agree to necessarily accept terms the respondent may propose during the negotiations phase of the contract.

13 – CONTRACT PERIOD

This contract shall commence on the first calendar day of the month succeeding approval of the contract by City Council or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the City's Purchasing Department; and shall be contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall remain in effect for sixty (60) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

14 – OPTION TO RENEW

Prior to, or upon completion, of the initial term of this contract, the City shall have the option to renew this contract for three (3) additional twelve (12) month period(s). The bank shall maintain, for the entirety of the stated additional period(s), the same prices, terms, and conditions included within the originally awarded contract. If the bank intends to revise its fee schedule after the initial sixty (60) month period, it must give written notice to the City ninety (90) days in advance of any fee change. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a City prerogative,

SECTION – A
RESPONSE PROCEDURES

and not a right of the bank. This prerogative may be exercised only when such continuation is clearly in the best interest of the City.

15 – LOBBYING

Lobbying of Evaluation Committee members, City of Clermont employees, or elected officials regarding this Request for Proposal (RFP), by the respondent or any member of the respondent's staff, an agent of the respondent, or any person employed by any legal entity affiliated with an organization that is responding to the RFP is strictly prohibited upon advertisement and shall be prohibited until a written recommendation of award is made. For purposes of this provision lobbying activities shall include but not be limited to, influencing or attempting to influence action or non-action in connection with this RFP through direct or indirect oral or written communication or an attempt to obtain goodwill of persons and/or entities specified in this provision. Such actions may cause the RFP response or subsequent contract to be rejected or terminated.

END OF SECTION – A

SECTION – B
STATEMENT OF WORK

The City of Clermont is seeking proposals from qualified public depositories, as per Chapter 280, Florida Statutes, to provide non-exclusive comprehensive banking services. The objective of the City is to secure the most efficient and effective banking services while maintaining sufficient liquidity and protection of all funds entrusted to the City. The City reserves the right not to award some or all of the services listed herein. The City reserved the right, as its sole discretion, to open or maintain checking and deposit accounts with financial institutions other than the successful respondent.

The City of Clermont is located in Central Florida, Lake County, and has an area of approximately 15 square miles and a population of approximately 32,348 year-round residents. The City is operated legislatively by a five-member Council elected for two years on staggered terms. The City Manager manages the operations of the City and reports directly to the City Council.

1 – QUALIFIED PUBLIC RESPOSITORY REQUIREMENTS

Any respondent interested in serving as the public depository for the City shall at a minimum meet the following criteria:

- a. The respondent shall meet the following criteria to be in compliance with Chapter 280.17, Florida Statutes:
 - i. Be a qualified public repository per Chapter 280, Florida Statute.
 - ii. The bank shall be a Federal or Florida Chartered banking institution.
 - iii. Maintain the designation of a Qualified Public Depository throughout the life of the contract resulting from the award of this solicitation, providing the City with proof of said Qualified Public Depository designation on an annual basis.
- b. The respondent shall have five (5) consecutive years of experience with at least three (3) similarly sized public entities in providing similar banking services as requested in this RFP prior to the response due date.
- c. The respondent shall provide proof of the above qualifications by furnishing a copy of the most current business tax receipt for the qualifying location which clearly documents said status. Failure to provide said documentation with the proposal response shall be grounds to deeming the proposal unresponsive and to be removed from further consideration. This is a non-negotiable item.
- d. The respondent shall maintain a full service branch within the Clermont city limits.

SECTION – B
STATEMENT OF WORK

- e. The respondent shall be insured by the Federal Deposit Insurance Corporation (FDIC).
- f. The respondent shall be a member of, or have direct access to the services provided by the Federal Reserve System.
- g. The respondent shall be a sending and receiving bank of the National Automated Clearing House Association (NACHA).
- h. The respondent shall describe the amount and terms of General Liability, Worker's Compensation, Financial Institution Bond, and Banker's Professional Liability Insurance coverage held. Describe all Fidelity Bond and Professional Liability limits and the names and A.M. Best rating of all carriers. Submit a current insurance certificate (on Accord Form) showing the firm's standard insurance coverage. Refer to Section A.11 for insurance coverage requirements and limits.

2 – GENERAL INFORMATION

The City shall maintain the following bank accounts during the contract period.

- Pooled Cash Account (ZBA Master)
- Payroll Account (ZBA Subsidiary)
- Accounts Payable Account (ZBA Subsidiary)
- Utilities Deposits Account

The City interfaces with Tyler MUNIS Financial Systems Management Software regarding the following banking services:

- Electronic processing of positive pay files
- Electronic processing of check reconciliation files
- Electronic processing of utility billing payments

3 – DEPOSIT SERVICES

The City collects approximately 8,900 checks per month worth \$2 million. The City scans all checks in an electronic deposit management system using five (5) scanners throughout the City.

The City also collects approximately \$11,000 in currency and coin each month. The City uses a remote currency management system in two (2) locations. Required services include:

SECTION – B

STATEMENT OF WORK

- a. Process the deposit of approximately 8,900 checks per month by electronic deposit management.
- b. Process the collection of \$11,000 in currency and coin per month by remote currency management.
- c. Image deposited items.
- d. Provide online access for deposit reconciliation including images of deposited items.

4 – DISBURSEMENT SERVICES

The City disburses approximately 269 controlled disbursement checks per month from the Payroll and Accounts Payable accounts. The City has 96% participation in payroll direct depositing. Positive pay services are used on the accounts. Required services include:

- a. Provide controlled disbursement services.
- b. Provide payee positive pay services with online transmission of check details.
- c. Provide teller positive pay services.
- d. Provide positive pay exception item review and correction online.
- e. Provide online stop payment services.
- f. Provide CD-ROM or alternative electronic archival of cleared checks (images of front and back).
- g. Provide online access to cashed check images.

5 – ELECTRONIC TRANSFER OF FUNDS

The City processes approximately 3,500 ACH Credits and 220 ACH Debits each month. The City initiates approximately 5 fed fund wires per month. Required services include:

- a. Accept and send ACH transactions.
- b. Provide ACH debit blocking services.
- c. Provide ACH positive pay services.
- d. Provide a secure electronic method for initiating wire transfers.
- e. Provide a secure electronic method to initiate intra-bank transfers.

6 – REPORTING

The City requires access to daily reports of balances and transaction information, including prior day reporting of ledger balance, available balance, and summary and details of credits/debits posted. Current day and prior day reporting of wire activity and ACH receipts is also needed. Required services include:

- a. Provide online balance reporting services.

SECTION – B
STATEMENT OF WORK

- b. Allow unlimited City employees to access the bank's online reporting system with different levels of authorization.
- c. Provide prior day reporting for the last 365 days.
- d. Provide account reconciliation services for disbursements and deposits (full, partial positive pay, and/or deposit reconciliation depending on account).
- e. Provide a detailed monthly account analysis statement for each account and a consolidated statement.

7 – BANK BALANCES

During the past year, the City maintained an average collected balance of approximately \$41 million that was invested in an overnight investment service. Currently, compensating balances are used to generate earnings credits to offset service fees. In the future, balances may be used to cover bank charges or the City may choose to invest funds in a sweep or interest bearing account. Required services include:

- a. Provide an overnight investment services (sweep) and/or interest bearing account for excess cash balances in the demand deposit accounts.
- b. Provide a competitive overnight interest rate for invested balances.
- c. Provide a competitive earnings credit rate for un-invested balances.

END OF SECTION – B

SECTION – C RESPONSE FORMAT

1 – RESPONSE FORMAT

Responses must contain the following documents, each fully completed, and signed as required. If any items are omitted in the response it shall be grounds for disqualification and will be deemed non-responsive. All responses shall be tabbed as follows:

Table of Contents

Outline in sequential order (as stated below) the major areas of the response. All pages must be consecutively numbered. Respondents must respond to all minimum requirements listed below. Responses which do not contain such documentation may be deemed non-responsive.

TAB A – Introduction Letter

Provide an introduction letter outlining the respondent's history of the organization including parent and/or subsidiary companies (including in particular any investment services affiliate) and the impact of the any announced or pending mergers or acquisitions on the respondent's commitment to the City. Provide the address of the office location(s) that will service the City's account. The introduction letter shall be signed by an officer of the Company/Corporation submitting the response.

Provide proof of the qualification requirements stated in Section B.1.

TAB B – Experience

Describe the experience of the financial institution in providing requested banking services to at least three (3) similarly sized public entities over the last five (5) consecutive years.

Describe the experience of the financial institution regarding interfacing with Tyler MUNIS Financial Systems Management software.

Create a table and complete the following current credit ratings by Standard & Poor's Rating Services and Moody's. If the respondent is not rated by these rating organizations, provide other evidence of the institution's financial strength and compliance.

Provide information if ratings are currently under review or if the respondent is on a credit watch or its equivalent. Disclose the current Thompson Bankwatch rating.

	Standard & Poor's Rating	Moody's Rating
Firm / Bank		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		

SECTION – C
RESPONSE FORMAT

Outlook		
Bank Holding Company		
Short-Term Unsecured Senior Debt		
Long-Term Unsecured Senior Debt		
Outlook		

Discuss the financial institution current capital structure, adequacy, and coverage. Confirm the bank meets the following requirements.

Requirement	Confirmation	Additional Information
The bank must be "Well Capitalized" as defined by the Federal Deposit Insurance Corporation with Total Risk-Based Capital Ratio equal to or greater than 10 percent, and Tier 1 Risk-Based Capital Ratio equal to or greater than 6 percent, and Tier 1 Leverage Capital Ratio equal to or greater than 5 percent.	☐ Yes ☐ No	Total Risk Based Capital Ratio: _____ Tier 1 Risk-Based Capital Ratio: _____ Tier 1 Leverage Capital Ratio: _____

Include an electronic copy of the most recent audited annual financial statements.

TAB C – Personnel

Provide the name, title, address, phone number and email address of the primary contact person(s) assigned to this account.

Name the individuals who will work with the City on a day-to-day basis. Please name the individual responsible for each proposed Service Group. Information should include:

- Biographical information.
- Experience working with other cities.
- Proposed role with regard to the City's account.
- Number of years of experience in this field.
- Number of years with your firm.

Describe your firm's policy on changing the primary contact person on an account.

Will a specific customer service representative or a customer service department be assigned to handle day-to-day transactions for the City?

- Describe the responsibilities of the customer service personnel, including the chain of command for problem resolutions.

SECTION – C
RESPONSE FORMAT

- What are the hours of operation of each customer service unit involved in supporting the proposed services?
- If an error is discovered by the City, how would you propose to resolve it (i.e. who should the City contact first, etc.)?
- What is the general time frame for issue resolution?

After the initial transition, how frequently will the relationship manager attend on-site meetings with City staff?

IT Resources: During what hours is technical support available (specify time zones)?

TAB D – Services

1. Branch Services

- a. Will the bank cash check drawn on the City's account without charge to either the City or the check payee? If not, what is the charge? Is a check cashing agreement required? If yes, include a copy.
- b. Would the bank be interested in offering a package of banking services, education programs and/or special rates to City employees? Please describe.
- c. Would the employee be required to have their pay direct deposited into your bank to obtain these services/rates?

2. Remote Deposit Capture (RDC)

- a. Describe the bank's ability to process checks by RDC.
- b. Describe the bank's virtual lockbox interface with Tyler MUNIS Financial Systems Management Software.
- c. Describe how a single RDC terminal is used to make deposits into multiple bank accounts.
- d. Describe the ease and speed of data entry.
- e. Describe the search capabilities, including specific fields that can be searched on.
- f. Describe the storage features, including length of time image is stored, available for viewing and printing features.
- g. Does the firm's RDC technology use Intelligent Character Recognition to identify check amounts?
- h. Is there a limit on the number of checks that can be contained in a single deposit?
- i. Would the bank pick-up the cash and currency in the RDC safes? Or would the City be required to bring the checks and currency to the bank?
- j. How often does the safe need to be cleared?
- k. What equipment is needed for RDC and what is the associated cost? Would the City have to buy or lease the machines from the bank? Who maintains the machines?
- l. Can checks be automatically endorsed with the bank's RDC service? Is the automatic endorsement an electronic image or printed on the check?

SECTION – C
RESPONSE FORMAT

3. Returned Item Processing

- a. Can returned items be automatically redeposited? If so, how many times and at what cost?
- b. Does the bank offer Represented Check Entries (RCK) services?
- c. Can the bank provide a detailed return item transmission to the City? Can this report identify the payer's name, depositing location, deposit date, and the type of item being returned?
- d. Can the bank provide online access to electronic images (back and front) of returned items to the City? How soon after an item is returned can these images be accessed?

4. Availability of Deposits

- a. How does the bank determine and calculate availability of deposited items?
- b. Does the bank give immediate availability for on-us items?
- c. Provide a copy of the availability schedules the bank proposes to use for the City. Include the availability schedules for branch, vault, and RDC deposits.

5. Check Disbursements / Positive Pay

- a. Does the bank offer Positive Pay and Payee Positive Pay? Is there an additional charge for Payee Positive Pay versus Positive Pay?
- b. How would the City need to transmit check issuance information to the bank?
- c. What is the deadline for the transmission of check issuance files to the bank?
- d. How frequently can transmission files be uploaded to the bank for the issuance of additional checks, and/or recently voided items? Is there a limit to the number of files per day?
- e. Does the bank offer the ability to manually enter one-time check disbursements issued outside of the regular batch file? Please describe.
- f. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?
- g. How will the City be notified of exception items? Can an email notification be sent to specific users alerting them that there is an exception item to review?
- h. Will an image of the exception item be available for viewing in the email or would the user be required to log-into the bank's website?
- i. What time will the City receive the information on exception items? How much time will the City have to review discrepancies and notify the bank to accept or reject?
- j. Does the bank offer a "do not pay" default?
- k. The City requires that stale-dated check be reported as exception items. What does the bank consider as stale-dated?

SECTION – C RESPONSE FORMAT

- l. Is Positive Pay required for all demand deposit accounts, even on accounts with no check writing functionality? Can accounts be designated as “post no check” to prevent potential fraud? What is the cost to make this account designation?
- m. Does the bank offer Teller Positive Pay? If so, can the City use positive pay services without Teller Positive Pay?

6. Controlled Disbursement

- a. Where will the point or points for the City’s proposed disbursement account be located? What is its relationship to your organization: main office, branch, affiliate, correspondent, service bureau, other?
- b. At what time will the City be notified of present items? Specify 1st and 2nd presentment time.
- c. What is the average percentage of the final presentment available at the 1st presentment time?
- d. Is automatic funding of the controlled disbursement account from a main account possible?

7. Stop Payments

- a. What term options are available for online stop payments? What are the fees for stop payment requests for various terms?
- b. Are stop payment requests effective immediately? If not, how long does it take for a stop payment request to become effective?
- c. Will the system automatically verify if a check has been paid before processing the stop payment request?
- d. Can stop payments be automatically renewed? If so, for how long? What are the associated fees for each renewal, if any?

8. ACH Processing

- a. What ACH file transmission options are available?
- b. What are the transmission deadlines for ACH files? When does the bank need the file from the City for payments to be made by 8:00 a.m. on Friday morning? When are funds debited from the City’s accounts?
- c. Is the bank willing to establish an ACH exposure to meet the City’s future needs?
- d. What would happen to a file if the City exceeded its daily exposure needs?
- e. What would happen to a file if the City exceeded its daily exposure limit?
- f. How would the City communicate ACH control total for an ACH batch?
- g. Does the bank provide automatic file receipt acknowledgements? If so, how is the acknowledgement transmitted?
- h. How are returned and rejected ACH transactions handled? Can notification about rejected ACH transactions be emailed to the City? What information does the bank provide to assist in identifying returned and rejected ACH transmissions?

SECTION – C
RESPONSE FORMAT

- i. If the bank provides ACH debit blocking, what level of filtering can be applied (originator, originator & dollar amount, etc.)?
- j. With ACH debit blocking, does the bank notify the City of attempts to debit funds that have been automatically rejected?
- k. Does the bank offer ACH Positive Pay (ability to make pay/no pay decisions on unidentified ACH transactions)?
- l. Does the bank offer/support NACHA's Secure Vault Payments, also referred to as INE Banking ePayments?
- m. Can the bank provide online access to incoming ACHs that fail to be processed? How soon after an ACH fails can the information be accessed?

9. Wire Processing

- a. Describe the process of initiating wire transfers electronically? Does the bank system allow dual authorization for wire transfers?
- b. What is the cutoff time for same day wire transfers?
- c. If wire transfers can be initiated online, describe the system's security features. Can varying degrees of authorization be set (i.e. multiple authorizers, maximum dollar amounts, etc.)?
- d. Does the bank offer Universal Payment Identification Codes (UPICs)?

10. Intra Bank Account Transfers

- a. Describe the process of initiating an intra-bank account transfer?
- b. What is the cut-off time for same-day intra-bank account transfers?

11. Statements & Documents

- a. How soon after the cut-off date are the following items ready?

	Online	By Mail
Bank Statements		
CD-ROMs	n/a	
Partial Reconciliation Information		
Full Reconciliation Information		
Account Analysis Statement		

- b. What technology would the firm recommend the City use for archiving historical data (i.e. receive both CD-ROMs and online access, CD-ROMs only, online access only)?
- c. Are electronic images stored on the bank's online reporting system? If so, how does the bank charge for this service (per item viewed / per item loaded)? Is there a difference in price for deposited items versus disbursement items?

SECTION – C
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- d. How long are electronic images for deposited and disbursement items stored on the reporting system and available for customer access? Are longer retention options available? If so, what are the costs for longer retention periods?
- e. Can historical images be sent by transmission to the City for archival purposes (i.e. a full fiscal year)? If so, please provide applicable pricing.

12. Online Reporting System

- a. Are there any limits on the number of City users that could have access to the bank's online website? (Approximately 5 employees currently have online access to the current system.)
- b. What levels of authorization (i.e. accounts viewed, transaction capabilities, etc.) can be permitted or turned off for individual users?
- c. What transaction types are reported in previous day reporting? What previous day reports are available? Provide samples of previous day balance and transaction reports.
- d. Does the bank's deposit reporting system report electronic transaction (i.e. ACH, wire) as well as paper documents?
- e. What time is previous day information available?
- f. In what file formats can data be downloaded?
- g. Can electronic reports be customized by users within the bank's online platform? Can these customized reports be saved? Can the templates be shared with other users?
- h. Can electronic reports be scheduled to be generated automatically and emailed to designated users?
- i. How many business days of balance history are store on the reporting system for previous day reporting? If there are differences in information available for current day and previous day reporting, how many business days of balance history are stores on the reporting system for current day reporting? Are longer retention options available? Indicate related costs and provide sample reports.

13. Reconciliation Services

- a. Does the bank offer full and partial Account Reconciliation Program (ARP) services? Discuss options.
- b. What report options are available for full and partial reconciliation? Provide sample reports.
- c. Describe the bank's deposit reconciliation services. How are daily deposits reported?
- d. Are the systems integrated for check, ACH and wire transfer? If so, describe. If not, discuss any plans to do so.
- e. Describe how reconciliation data is transmitted to the City.

14. Overnight Investment Option or Interest Bearing Bank Deposit

SECTION – C
RESPONSE FORMAT

- a. What short-term investment vehicle(s) or interest bearing account does the bank propose to use for the overnight investment or sweep of the City's demand deposit accounts?
- b. Does a reserve requirement apply to the proposed option?
- c. Does a DFIC assessment, deposit based fee, or similar fee apply to the proposed option?
- d. Provide investment return history for the 36-month period from January 2013 through December 2015 for each option proposed. Show the yield for each month.
- e. If a sweep is proposed, what time of day is the sweep deadline? Is it end-of-day or next-day sweep?
- f. What fee (if any) is charged to sweep funds into the proposed investment vehicle(s)? How is the fee calculated?
- g. If the bank is proposing a money market mutual fund, provide a copy of the current prospectus and, if multiple classes are offered, identify the class of shares, including ticker symbol or CUSIP.

15. Earnings Credit Rates

- a. Does the City have the option of compensating the bank on either a fee or balance basis? Is the pricing the same for either option? If not, what is the difference?
- b. How is the bank's earnings credit rate determined, adjusted, and applied? Include in the explanation the impact of the bank's reserve requirement, the formula for converting service charges to balance requirements.
- c. Provide the bank's earnings credit rate history for the 36-month period from January 2013 through December 2015. Show yield for each month.

16. Account Analysis Statements

- a. Please provide a sample monthly account analysis statement.
- b. Can Association for Financial Professionals (AFP) Service Codes be included on the analysis statement?
- c. Are account analysis statement available online? How many prior months are available? Can the account analysis detailed be downloaded into Microsoft Excel?
- d. Will the bank assess FDIC, FICO, or other balance based charge to the City? If so, what is the current charge for an entire year on a \$1,000,000 balance? How is this charge computed? Is this charge assessed on ledger or collected balances?

17. End-of-Day Overdrafts

- a. What are the fees and interest charges associated with overdrafts? How are these charges calculated?
- b. Is there a fee per check or per occurrence when there is an overdraft?
- c. Is there a daily cap on fees? If so, what is it?

SECTION – C
RESPONSE FORMAT

18. Daylight Overdrafts

- a. Describe the bank's policies concerning daylight balance overdrafts. Indicate whether this is applied to each individual account or across all accounts of a client relationship.
- b. Is wire transfer processing stopped when the intra-day limit is reached?

TAB E – Internal Control

1. Describe the bank's security environment. Discuss the physical security and software safeguards that you have put in place to control access to funds transfer system and client account information. Describe the bank's security procedures for its information reporting system, both for access and information protection (i.e., RSA tokens, secure certification, etc.)?
2. List the types and amounts of insurance and bonding carried.
3. Describe the bank's procedures for complying with the U.S. Treasury Department's Office of Foreign Assets Control (OFAC) regulations. When was the last time an independent test of the bank's OFAC program was conducted by internal audit, outside auditors, consultants, or other qualified independent party?
4. Include a copy of the bank's most recent reports issued in accordance with the Statement on Standards for Attestation Engagements (SSAE) No. 16 (formerly known as the Statement of Auditing Standards-70 (SAS70) for any processes or systems relevant to the services under this RFP.

TAB F – Implementation and Conversion

1. Provide a detailed conversion plan for transitioning Banking Services to your financial institution. Include the estimated length of time for the transition and the amount of effort required by the City staff.
2. Who will be responsible for coordinating the transition for each of the proposed services? If a conversion team is used, how will the City's account be transitioned to the ongoing client service team?
3. Indicate the bank's plan for initial and ongoing education and training of the City employees in the use of your firm's systems.

TAB G – New Services and Ideas

1. Describe any new services or ideas that will enhance the City's use of banking services.

SECTION – C
RESPONSE FORMAT

2. Provide any additional information that your bank believes to be pertinent but not specifically requested elsewhere in the RFP.

TAB H – References

1. Provide at least five references (City references, if possible) including client name, contact person, address, phone number, services provided, and the length of time your bank has worked for the organization. Note which references have experience integrating with the Tyler MUNIS Financial Systems Management software.
2. Please include one reference for a new client that implemented your services in the past 12 months.

TAB I – Sample Contract

1. Provide a sample of the proposed contract for banking services. In addition, provide samples of all other documents which will need to be signed/entered into related to the provision of the services requested in this RFP including any documents referenced or incorporated into the contracts/agreements.
2. It is the City's intent to incorporate the Request for Proposal and the respondent's proposal as part of the overall contract. Identify any sections of your proposal that you would not be able to incorporate into a contract with the City and explain why.

TAB J – Cost of Services

1. For how long will the bank guarantee the proposed fees for Banking Services?
2. Can fees be debited directly from the City's accounts?
3. If the City chooses to use compensating balances, are there any charges that could not be paid in this way?
4. Provide a complete fee schedule for all of the services described in the financial institution's proposal using Association of Finance Professionals (AFP) Service Codes, if possible. The Fee Schedule for Banking Services currently used with volume levels is provided in Section K. Insert Section K under Tab J once finalized.

SECTION – C RESPONSE FORMAT

TAB K – Signed Addenda (if applicable) and Requested Forms.

- i. Signed addenda
- ii. Conflict of Interest (Section F)
- iii. Drug-Free Workplace (Section G)
- iv. Public Entity Crimes (Section H)
- v. Supplemental Questionnaire (Section I)
- vi. Signature Page (Section J)

2 – PRESENTATION FORMAT

Each response shall be prepared simply and economically, providing a straightforward and concise description of the respondent's capabilities regarding the specific work to be performed pursuant to this solicitation. Elaborate bindings, colored displays, promotional materials, etc., are not necessary or desired. However, technical literature, drawings and pictures of proposed equipment (if any) should be included in the response. Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to the solicitation requirements, and on completeness and clarity of content.

All abbreviations and acronyms used in the response shall be kept to a minimum and defined upon their first usage.

Respondents are limited to a total page count not to exceed one-hundred twenty (120) pages single sided excluding cover page, tab sheets, addenda(s), and required forms stated in the solicitation. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins.

The original response shall be unbound, in a format made easy for photocopying and scanning for ease of reproduction.

Copies of the response shall be comb or spiral bound on the left margin to permit the response package to lie flat when opened. All response sections must be appropriately separated and tabbed. Staples and ring binders are not allowed.

IMPORTANT NOTE:

To expedite the evaluation of responses, it is **mandatory** that all respondents follow the format and instructions contained herein. The City retains the option to reject any response that does not conform to the stated requirements.

END OF SECTION – C

SECTION – D EVALUATION PROCESS

All responses will be reviewed and evaluated by City staff. The City reserves the right to evaluate each response on a separate and individual basis, to invite selected firms to make personal presentations to staff. The City further reserves the right to reject any and all responses submitted, or accept a response deemed most advantageous to the City. While the City desires to achieve a cost effective analysis, the emphasis is on quality, not necessarily the lowest cost. The procedure for response evaluation and selection is as follows:

1. Solicitation issued.
2. Receipt of responses by the date and time prescribed in this RFP.
3. Opening of responses and determine which responses meet the minimum qualification standards.
4. An Evaluation Committee shall meet to evaluate each response in accordance with the requirements of this solicitation.
5. The Evaluation Committee shall shortlist the number of respondents to a minimum of three (3) for further discussions by using the following criteria for selection:
 - a. Introduction letter identifying the respondent's professional specialization and other items requested in this section of the solicitation.
[0 to 10 pts.]
 - b. Experience of financial institution in providing requested services to similar sized public entities.
[0 to 10 pts.]
 - c. Experience of financial institution regarding interfacing with Tyler MUNIS Financial Systems Management software.
[0 to 10 pts.]
 - d. Personnel experience and customer service.
[0 to 10 pts.]
 - e. Services provided.
[0 to 20 pts.]
 - f. Internal control.
[0 to 5 pts.]
 - g. Implementation and conversion.
[0 to 5 pts.]
 - h. New services and ideas.
[0 to 5 pts.]
 - i. References.

SECTION – D
EVALUATION PROCESS

- [0 to 5 pts.]
 - j. Sample contract.
[0 pts.]
 - k. Cost of services.
[0 to 15 pts.]
 - l. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation.
[0 to 5 pts.]
- 6. The Evaluation Committee may require one or more respondents to conduct an informal presentation prior to preparing their short-list of respondents.
 - 7. The short-listed respondent(s) may be required to provide a brief presentation to the Evaluation Committee. The Evaluation Committee will rank each respondent based on who will serve the best interest of the City.
 - 8. The Purchasing Director, assisted by City staff, may proceed to negotiate a contract with the highest evaluated respondent(s). In the event a contract cannot be negotiated with the highest ranked respondent, negotiations will discontinue and the Purchasing Director will start contract negotiations with the next highest ranked respondent.
 - 9. A contract or contracts are presented to the City Council for award approval.

IMPORTANT NOTE:

By submitting a response, all respondents shall be deemed to understand and agree that no property interest or legal right of any kind shall be created at any point during the aforesaid evaluation/selection process until and unless a contract has been agreed to and signed by both parties.

END OF SECTION – D

SECTION – E

TERMS AND CONDITIONS

1 – MODIFICATIONS / WITHDRAWALS OF SUBMITTALS

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

2 – RESPONSE POSTPONEMENT / CANCELLATION / REJECTION

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

3 – EXCEPTIONS TO SOLICITATION

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

4 – CHANGE ORDERS

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

5 – ADDENDA

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

6 – CONFLICTS WITHIN THE SOLICITATION

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

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

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

7 – MISTAKES

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

8 – PAYMENT TERMS AND DISCOUNT

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

SECTION – E

TERMS AND CONDITIONS

contractor offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice at the office specified.

9 – DELIVERY

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

10 – INSPECTION & ACCEPTANCE OF TITLE

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

11 – PACKAGING

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

12 – SAMPLES

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

13 – QUALITY

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

14 – NON-CONFORMANCE

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

15 – TAXES

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

16 – CONTINGENCY FEES

By submitting a response to this solicitation, the respondent certifies that no contingency fees (sometimes known as finder's fee) has been paid to any person or organization other than bona-fide employee working solely for the

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TERMS AND CONDITIONS

respondent to secure a contract pursuant to this solicitation. Violation of this policy may result in termination of any resultant contract and/or possible debarment.

17 – OTHER GOVERNMENTAL ENTITIES

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

18 – PUBLIC RECORDS

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

19 – APPEAL PROCEDURES

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

20 – RULES, REGULATION, LICENSING REQUIREMENTS

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

21 – DEFAULT

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

22 – CONFLICT OF INTEREST

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

23 – RESPONSIBILITY

Before submitting responses, each prospective respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract. Ignorance of such conditions

SECTION – E

TERMS AND CONDITIONS

and requirements resulting from failure to make such investigations and examinations will not relieve the successful respondent from any obligation to comply with every detail, provisions, and requirements of the solicitation and resulting contract documents. In addition, failure to make such investigations and examinations will not be accepted as a basis for any claims whatsoever, or any monetary consideration on the part of the respondent.

24 – RELATION OF CITY

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

25 – PRIME CONTRACTOR

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

26 – COLLUSION

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

27 – PUBLIC ENTITY CRIMES

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

28 – ASSIGNMENT

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

SECTION – E

TERMS AND CONDITIONS

29 – INDEMNIFICATION

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

30 – TERMINATION FOR DEFAULT

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

31 – TERMINATION FOR CONVENIENCE

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

32 – TEMINATION FOR UNAPPROPRIATED FUNDS

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

33 – FORCE MAJEURE

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

34 – PAYMENT & PERFORMANCE BONDS

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

SECTION – E

TERMS AND CONDITIONS

35 – LIABILITY, INSURANCE, LICENSES, AND PERMITS

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

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

36 – LAWS / ORDINANCES

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

37 – LITIGATION VENUE

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

38 – PATENTS AND ROYALTIES

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

39 – RECYCLE CONTENT

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

40 – OSHA

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

END OF SECTION E

SECTION – F
CONFLICT OF INTEREST DISCLOSURE

I HEREBY CERTIFY that:

1. I (*printed name*) _____ am the
(*title*) _____ and the duly authorized
representative of the firm of (*Firm Name*) _____ whose
address is _____, and that
I possess the legal authority to make this affidavit on behalf of myself and the firm for
which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts
of interest, real or apparent, due to ownership, other clients, contracts, or interests
associated with this project; and,
3. This proposal is made without prior understanding, agreement, or connection with
any corporation, firm, or person submitting a proposal for the same services, and is
in all respects fair and without collusion or fraud.

EXCEPTIONS (List if any):

Print Name: _____

Company Name: _____ Date: _____

END OF SECTION F

SECTION – G
DRUG-FREE WORKPLACE

The undersigned respondent hereby acknowledges that:

1. _____ the respondent has a drug free workplace policy as identified in the company policy attached to this certification.

AND/OR

2. _____ the respondent has a drug free workplace policy that is in compliance with Chapter 287.087, Florida Statutes.

AND/OR

3. _____ the respondent has a drug free workplace policy that is in compliance with the outline below:

- a) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the respondent's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- b) Establishing a continuing drug-free awareness program to inform its employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The respondent's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (a);
- d) Notifying all employees, in writing, of the statement required by subparagraph (a), that as a condition of employment on a covered contract, the employee shall:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five (5) days after such conviction.
- e) Notifying the City of Clermont in writing within 10 calendar days after receiving notice under subdivision (d) (ii) above, from an employee or otherwise receiving

SECTION – G
DRUG-FREE WORKPLACE

actual notice of such conviction. The notice shall include the position title of the employee;

- f) Within 30 calendar days after receiving notice under subparagraph (d) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - i. Taking appropriate personnel action against such employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (a) through (f).

OR

4. _____ the respondent does not currently have a drug free workplace policy but is willing to comply with the requirements as specified in no. 3.

(Respondent's Name)

STATE OF _____

COUNTY OF _____

END OF SECTION G

SECTION – H
PUBLIC ENTITY CRIMES

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a)
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
(Print name of public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____)
2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to changes brought by indictment or information after July 1, 1989, as a result of jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

SECTION – H
PUBLIC ENTITY CRIMES

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.107, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

Sworn to and subscribed before me this _____ day of _____, 20____

Personally known _____

OR produced identification _____

Notary Public – State of _____

My commission expires _____

(Type of identification)

(Printed type or stamped Commissioned name of Notary Public)

END OF SECTION H

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

Respondent's Name: _____

Official Representative: _____

Principal Office Address: _____

Select one: ____ Individual ____ Partnership ____ Corporation

If a Corporation, answer this:

When Incorporated: _____ In what State: _____

President's Name: _____ Vice-President's Name: _____

Treasurer's Name: _____

Members of Board of Directors

If a Partnership, answer this:

Date of organization: _____ General or Limited Partnership*:

Name and Address of Each Partner:
NAME / ADDRESS

_____ / _____

_____ / _____

_____ / _____

1. How many years has your organization been in business under the present business name? _____
2. Does your organization have current occupational licenses entitling it to do the work/service contemplated in this solicitation?
Yes () No () If no, please explain:

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

3. Please state license(s) type and number:

Include copies of above license and certificates with response.

4. Have you ever had a contract terminated due to failure to comply with contractual specifications?

Yes () No () If yes, state where and why:

5. Person or persons interested in this solicitation have ____ have not ____ been convicted by a Federal, State, County, or Municipal Court of any violation of law, other than traffic violations.

Explain any convictions:

6. Lawsuits (any) pending or completed involving the corporation, partnership or individuals with more than ten percent (10%) interest:

A. List all pending lawsuits:

B. List all judgments from lawsuits in the last five (5) years:

C. List any criminal violations and/or convictions of the respondent and/or any of its principals:

7. **Conflicts of Interest.** The following relationships are the only potential, actual, or perceived conflicts of interest in connection with this proposal: (If none, state same.)

SECTION – I
SUPPLEMENTAL QUESTIONNAIRE

The respondent understands that information contained in this form will be relied upon by the City in making an award recommendation and such information is warranted by the respondent to be true. The undersigned respondent agrees to furnish such additional information, prior to award recommendation. The respondent further understands that the information contained in this form may be confirmed through a background investigation conducted by the City of Clermont Police Department. By submitting this questionnaire the respondent agrees to cooperate with this investigation, including but not necessarily limited to fingerprinting and providing information for credit check.

IF INDIVIDUAL:

Print Name	Date
------------	------

IF PARTNERSHIP:

Print Name	Date
------------	------

General Partner

Print Name	Date
------------	------

IF CORPORATION:

Print Name of Corporation _____

Print Name of President	Company Address
-------------------------	-----------------

Date _____

END OF SECTION I

SECTION – K
SIGNATURE PAGE

By signing this section the respondent certifies that:

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

Purchasing Agreements with Other Government Agencies

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

By signing below, the respondent agrees to all terms, conditions, and specifications as stated in this solicitation, and is acting in an authorized capacity to execute this response. The respondent also certifies that it can and will provide and make available, at a minimum, the items set forth in this solicitation.

Respondent Information and Signature
Company Name (print): _____
Street Address: _____
Mailing Address (if different): _____
Telephone: _____ Fax: _____
Email: _____ Payment Terms: _____ % _____ days, net _____
FEIN: _____ - _____ Professional License No.: _____
Signature: _____ Date: _____
Print Name: _____ Title: _____
Does the respondent accept payment using the City's MASTERCARD? ☐ Yes ☐ No

END OF SECTION J

**SECTION – K
FEE SCHEDULE**

Listed below is a summary of the average monthly volumes for the various types of services currently being utilized by the City. Volumes are estimates and not guaranteed as minimums or maximums. Based on the information contained in this proposal, provide unit charges for the new services. The respondent shall use this format, adding any other service fees that will be charged. In addition, respondents are requested to provide the information below electronically (Excel format is preferred) to the City. Fees not included on the following table should be included at the bottom of each section as applicable.

Description	AFP Code	Current Volume	Unit Price	Monthly Cost
Standard Services				
DISB CHECKS PAID	15 01 00	269		
ELECTRONIC DEBITS TRANSACTIONS	15 01 00	45		
COMPOSITE GROUP	01 99 99	1		
CHK RETURNED ITEM OR CHARGEBACK	10 04 00	17		
DISB CHECK PAID MICR REJECT & REPAID	15 03 00	1		
PAPER ANALYSIS STATEMENT FEE	01 04 11	6		
MONTHLY MAINTENANCE	01 00 00	5		
PAPER ACCOUNT STATEMENT FEE	01 03 10	5		
CHK PAPER CHECK ADMIN FEE	10 10 30	3,126		
WIRE INCOMING STRUCTURED	35 03 00	4		

**SECTION – K
FEE SCHEDULE**

DEPOSIT ADMINISTRATION FEE	00 02 30	43,657,000		
NEGATIVE COLLECTED FEE	00 02 30	6		
ZBA PARENT ACCOUNT	01 00 20	1		
ZBA SUB-ACCOUNT	01 02 21	3		
ZBA NOTIONAL BALANCE STATEMENT	01 99 99	2		
ZBA MULTI-TIER	01 00 21	1		
ACH Processing				
ACH CREDIT RECEIVED	25 02 01	220		
ACH DEBIT RECEIVED	25 02 00	31		
ACH ADDENDA RECEIVED	25 02 02	174		
ACH POSITIVE PAY FILTER	25 10 50	3		
ACH POSITIVE PAY MO MAINT	25 10 50	4		
ACH POSITIVE PAY PAID ITEM	25 99 99	17		
ACH RETURNED TRANSACTION	25 03 02	8		
ACH NOTIFICATION OF CHANGE	25 03 02	6		
ACH DIRECT SEND MONTHLY MAINT	25 00 00	2		
ACH DIRECT SEND ORIGINATED CR	25 01 01	848		

**SECTION – K
FEE SCHEDULE**

ACH DIRECT SEND ORIGINATED DR	25 01 01	3,474		
ACH DIRECT SEND FILE PROCESS	25 01 01	7		
ACH ONLINE MONTHLY FEE	99 99 99	1		
ACH RETURN/NOC RPT VIA WEB	25 04 00	3		
Deposit Processing				
COMMERCIAL DEPOSITS	01 01 01	2		
CHK ENCODED ITEMS DEPOSITED	10 02 1Z	3,126		
CASH VLT NTWK MONTHLY BASE CHARGE	10 01 53	2		
CASH VLT NTWK DEPOSIT	10 01 02	2		
CASH VLT NTWK DEPOSIT COIN LOOSE	10 01 01	2		
CASH VLT NTWK DEPOSIT CURRENCY	10 01 48	75		
Electronic Deposit – EDM Standard				
EDM MONTHLY SERVICE FEE	99 99 99	7		
EDM DEPOSIT	99 99 99	137		
EDM BEFORE 4:00 PM EST	99 99 99	2,177		
EDM AFTER 4:00 PM EST	99 99 99	3,499		
EDM ON-US CLEARING	99 99 99	95		

**SECTION – K
FEE SCHEDULE**

EDM IMAGE EXCHANGE CLEARING	99 99 99	5,494		
Electronic Deposit – Scanner				
EDM MEDIUM VOLUME SCANNER MONTHLY	99 99 99	1		
Disbursements – ARP / Positive Pay				
RP MONTHLY BASE CHARGE	20 01 10	2		
ARP CHECKS PAID	20 01 00	269		
ARP CHECKS ISSUED	20 01 10	245		
ARP PAID ITEM TRANSMISSION	20 03 01	269		
POSITIVE PAY MONTHLY BASE CHARGE	15 00 30	2		
BANK MAINTAIN POS PAY EXCPTN	15 07 24	1		
ARP RETURN ITEM	20 99 99	1		
Disbursements – Check Block				
CHECK BLOCK MONTHLY BASE FEE	20 99 99	1		
Disbursements – Check Clearing / Returns Standard				
PAPER REPRESENTMENT	10 04 02	9		
RETURNED ITEM SPECIAL INSTRUCTIONS	10 04 15	2		

**SECTION – K
FEE SCHEDULE**

RETURNS MGMT MODULE	10 04 16	34		
Disbursements – Image Services / Paid Check Imaging				
CHECK IMAGING PER ACCOUNT	15 13 53	3		
CHECK IMAGING PER ITEM	15 13 51	279		
ONLINE IMAGE RETRIEVAL BASE	15 13 55	3		
ONLINE RETRIEVAL PER IMAGE	15 13 52	3		
ONLINE RETRIEVAL PER IMAGE	15 13 52	3		
Information Reporting AMP – Prior Day Reporting				
ONLINE AMP STOP PAYMENT	15 04 20	3		
Information Reporting AMP – Portal / Standard				
ONLINE WIRE MODULE	35 06 10	1		
ONLINE ACH MODULE	25 11 00	1		
Information Reporting AMP – Portal / Prior Day				
ONLINE PRIOR DAY BASE	40 00 52	1		
ONLINE PRIOR DAY ACCOUNT	40 02 72	5		
ONLINE PRIOR DAY DETAIL	40 02 72	806		

**SECTION – K
FEE SCHEDULE**

ONLINE STOP PAYMENT BASE FEE	15 04 20	1		
Information Reporting AMP – Portal / Intra Day				
ONLINE INTRADAY BASE	40 00 55	1		
ONLINE INTRADAY PER ACCOUNT	40 00 55	4		
ONLINE INTRA DAY DETAIL	40 02 74	329		
Remote Currency Manager – RCM 1000				
CPS 1000 RENTAL	10 01 41	1		
Remote Currency Manager – Recycler				
CPS 1000 EVERY OTHER WEEK – T	10 01 41	1		
Remote Currency Manager – Standard				
RCM STD MON BASE FEE 1DAY	10 01 41	1		
Retail Lockbox – Standard				
RLBX MONTHLY MAINTENANCE	05 00 10	1		
RBLX TRANSMISSION	05 04 01	7		
Retail Lockbox – EDM				

**SECTION – K
FEE SCHEDULE**

RLBX EDM ITEMS PROCESSED	05 02 00	3,243		
Related Services FDIC Assessment				
TOTAL MONTHLY TREASURY FEES			\$ _____	

END OF SECTION K

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified public repositories interested in providing banking services to the City of Clermont (RFP 16-034). All responses must be received prior to **2:00 P.M. on Thursday, May 12, 2016**. Information may be obtained from the City's website at <http://www.clermontfl.gov/>

Publication Date: Newspaper
April 14, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, August 23, 2016	
Agenda Item Name	
Surplus Request	
Requested Action	
Recommend to declare end of life inventory as surplus from Finance, I.T., Police and Parks and Recreation and Environmental Services Departments dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of the Finance Department, Information Technology Department and Police 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. <u>Finance Department</u> Qty: 1 Meter Reading Equipment (obsolete, reserved for electronic recycling) Qty: 1 Check Validation Machine (obsolete, reserved for electronic recycling) <u>Parks and Recreation</u> Qty: 17 8-ft. Rectangular Metal Tables (reserved for scrap metal) Qty: 13 8-ft. Rectangular Wooden Tables (non-working condition, no value) <u>Environmental Services Department</u> Qty: 1 Wastewater Gear Motor for Belt Press, Seepex Model 52FUL (non-operational, reserved for scrap metal) <u>Information Technology Department</u> Qty: 8 Dell PCs (non-functional, reserved for electronic recycling) Qty: 2 Dell Laptop (non-functional, reserved for electronic recycling) Qty: 5 Dell Server (non-functional, reserved for electronic recycling) Qty: 1 Dell Switch (non-functional, reserved for electronic recycling) Qty: 1 Compaq Server Cabinet (non-functional, reserved for electronic recycling) Qty: 8 Assorted UPS Batteries (non-functional, reserved for electronic recycling) Qty: 2 Viewsonic Monitors (non-functional, reserved for electronic recycling) <u>Police Department</u> Qty: 1 2003 Chevrolet Impala #2127, 100,000 miles (Resale Value \$1,400) Qty: 1 2001 Chevrolet Impala #2103, 110,000 miles (Resale Value \$1,100) Qty: 1 2006 Dodge Charger #2157, 116,000 (Resale Value \$1,600) Qty: 1 2006 Ford Crown Victoria #2152 (K9), 121,000 miles (Resale Value \$1,800) Qty: 1 2006 Ford Crown Victoria #2147, 121,000 miles (Resale Value \$2,000) Qty: 1 2006 Ford Crown Victoria #2146, 135,000 miles (Resale Value \$2,000) Qty: 1 2006 Ford Crown Victoria #2145, 96,000 miles (Resale Value \$2,000) Qty: 1 2005 Ford Crown Victoria #2138, 101,000 miles (Resale Value \$1,800) Qty: 1 2005 Ford Crown Victoria #2137, 100,000 miles (Resale Value \$1,800)	

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 \$15,500.

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | Finance Department Property Disposal | Finance Department Surplus.pdf |
| 2. | Information Technology Department Property Disposal | IT Department Surplus.pdf |
| 3. | Police Department Property Disposal | Police Department Surplus.pdf |
| 4. | Parks and Recreation Department Property Disposal | Parks and Recreation Department Surplus.pdf |
| 5. | Environmental Services Department Property Disposal | Environmental Services Department Surplus.pdf |

PROPERTY DISPOSAL FORM

Department: Finance Asset Tag#: NA
Contact Person: Beck: Young Phone: 241-7367
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Meter Reading Equipment

☐ 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: [Signature]

Date: 7/26/16

*****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: Finance Asset Tag#: N/A
Contact Person: Becki Young Phone: 241-7367
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Check Validation machine

☐ 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: [Signature]

Date: 7/26/16

*****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: IT Asset Tag#: _____
Contact Person: Tom Philbrick Phone: 352-241-7374
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property See Attached

☒ 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: _____

*****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: _____

Manufacturer	Item	Service tag
Dell	PC	1mz65b1
Dell	PC	3jj7bd1
Dell	PC	2s2hvc1
Dell	PC	8fj7bd1
Dell	PC	dz26bd1
Dell	PC	2kz65b1
Dell	PC	77xvbb1
Dell	PC	4h7jbd1
Dell	Laptop	3nd9bk1
Dell	Laptop	2nd9bk1
Dell	Server	3fxlkc1
Dell	Server	5fxlkc1
Dell	Server	6fxlkc1
Dell	Server	fwj8kc1
Dell	Switch	9z72l41
IBM	Server	3bbw1nbw

Assorted UPS batteries
2x Viewsonic monitors
Compaq Server cabinet



CHARLES L. BROADWAY
Police Chief



Inter Office Memorandum

TO: Chief Charles Broadway *CB* DATE: 7/20/2016 FILE:
SUBJECT: Vehicle Surplus
FROM: Lieutenant John F. Jacob *JFJ* ENCLOSURES:
CC:

Chief,

We have identified the following vehicles for surplus, based on year, mileage, and condition.

Marked cars:

Vehicle #	Year	Make	Mileage	Condition
2137	2005	Ford Crown Vic	100k	Poor
2138	2005	Ford Crown Vic	101k	Poor
2145	2006	Ford Crown Vic	96K	Poor
2146	2006	Ford Crown Vic	135k	Poor
2147	2006	Ford Crown Vic	121k	Poor
2152 (K9)	2006	Ford Crown Vic	121k	Poor
2157	2007	Dodge Charger	unk	Poor (sent to barn months ago)

Unmarked cars:

2103	2001	Chev Blue Impala	110k	Poor
2127	2003	Chev Silver Impala	100k	Poor

Supervisor (Print)	Initial's	Action	Comments	Date
Chief	<i>CB</i>	Approved		7-20-16

Actions: Approved / Denied, Recommended / Not Recommended, Reviewed and Forwarded, Received-No Action

PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2003 / Chevrolet / Impala Vehicle No. 2127
Miles / Hours: _____ Serial / VIN: 2G1WF55K739233439
Description of Property Vehicle

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

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

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

Director Signature: _____

Date: 7-20-16

*****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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2001 / Chevrolet / Impala Vehicle No. 2103
Miles / Hours: _____ Serial / VIN: 2G1WF52ES19228820
Description of Property Vehicle

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **OTHER:** _____

Director Signature: _____

Date: 7-20-16

*****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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2006 / Dodge / Charger Vehicle No. 2157
Miles / Hours: _____ Serial / VIN: X2B3RA43G27H628641
Description of Property Vehicle

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

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

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

Director Signature: 

Date: 7-20-16

*****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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2006 / Ford / Crown Vic Vehicle No. 2152
Miles / Hours: _____ Serial / VIN: 2FAFP71W56X158982
Description of Property Vehicle

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: 

Date: 7-20-16

*******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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2006 / Ford / Crown Vic Vehicle No. 2147
Miles / Hours: _____ Serial / VIN: 2FAFP71W36X138309
Description of Property Vehicle

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature:  Date: 7-20-16

*****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: _____

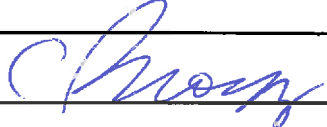
PROPERTY DISPOSAL FORM

Department: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2006 / Ford / Crown Vic Vehicle No. 2146
Miles / Hours: _____ Serial / VIN: 2FAFP71W16X138308
Description of Property Vehicle

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

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

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **OTHER:** _____

Director Signature: 

Date: 7-20-16

*****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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2006 / Ford / Crown Vic Vehicle No. 2145
Miles / Hours: _____ Serial / VIN: 2FAFP71WX6X138307
Description of Property Vehicle

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

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

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

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

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

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

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

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

☐ **OTHER:** _____

Director Signature: 

Date: 7-20-16

*****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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2005 / Ford / Crown Victoria Vehicle No. 2138
Miles / Hours: _____ Serial / VIN: 2FAFP71W05X113897
Description of Property Vehicle

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

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

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

Director Signature: C. Jacob

Date: 7-20-16

*****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: Police Asset Tag#: _____
Contact Person: Lieutenant John F. Jacob Phone: 352-394-5588*168
Year / Make / Model: 2005 / Ford / Crown Victoria Vehicle No. 2137
Miles / Hours: _____ Serial / VIN: 2FAFP71W05X113888
Description of Property Vehicle

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

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

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

Director Signature: _____

Date: _____

*****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: Parks & Recreation Asset Tag#: _____

Contact Person: Robert Taboas Phone: 352-263-4914

Year / Make / Model: _____ Vehicle No. _____

Miles / Hours: _____ Serial / VIN: _____

Description of Property Qty.17, 8ft rectangular metal tables. Qty.13, 8ft wooden rectangular tables.

☐ 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).

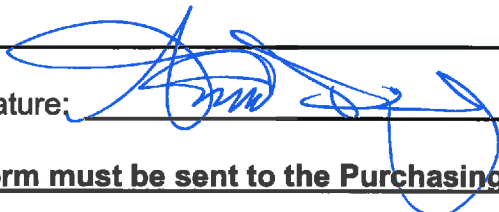
☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☐ **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: 8/8/16

*****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: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Seepex Model 52FUL Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 160MH/4TW
Description of Property Gear box for belt press on EWWTP

☐ 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:** Cost too much to repair so we bought a new one

Director Signature: _____

Date: 8/8/2016

*****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, August 23, 2016		
Agenda Item Name		
Grant Agreement		
Requested Action		
Recommend approval of Florida Department of Environmental Protection Grant Agreement in the amount \$500,000 for the Sunburst Lower Floridan Aquifer Wells Project.		
Staff Report		
The City of Clermont recently received a grant from the St. Johns River Water Management District (SJRWMD) in the amount of \$1,980,000.00 to design, construct, and test 2 wells into the Lower Floridan Aquifer. In addition, the city received an additional grant from the Florida Department of Environmental Protection in the amount of \$500,000 for the same project. The City of Clermont Utility Master Plan includes upgrading all of its potable water wells to access the Lower Floridan aquifer which is considered to be an alternative water supply by the SJRWMD. This plan is in conjunction with the findings of the Central Florida Water Initiative Water Supply Plan as well as the South Lake Regional Water Initiative Water Supply Study. Staff recommends approval of the Florida Department of Environmental Protection grant agreement in the amount of \$500,000 for the Sunburst Lower Floridan Aquifer Wells Project.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Clermont LP35141 Clermont LP35141 (002).pdf		

DEP AGREEMENT NO. LP35141

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
DIVISION OF WATER RESTORATION ASSISTANCE
GRANT AGREEMENT
PURSUANT TO LINE ITEM 1600A OF THE FY16-17 GENERAL APPROPRIATIONS ACT**

THIS AGREEMENT is entered into pursuant to Section 215.971, Florida Statutes (F.S.), between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and the CITY OF CLERMONT, whose address is 685 West Monroe Street, Clermont Florida 34711 (hereinafter referred to as "Grantee"), a local government, to provide financial assistance for the Clermont Alternative Water Supply Sunburst LFA Wells project. Collectively, the Department and the Grantee shall be referred to as "Parties" or individually as a "Party".

In consideration of the mutual benefits to be derived herefrom, the Department and the Grantee do hereby agree as follows:

1. TERMS OF AGREEMENT:

The Grantee does hereby agree to perform in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Grantee" and "Recipient" are used interchangeably.

2. PERIOD OF AGREEMENT:

This Agreement shall begin upon execution by both parties and shall remain in effect until December 30, 2018 inclusive. The Grantee shall be eligible for reimbursement for work performed on or after July 1, 2016, through the expiration date of this Agreement. This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

3. FUNDING/CONSIDERATION/INVOICING:

- A. As consideration for the satisfactory completion of services rendered by the Grantee under the terms of this Agreement, the Department shall pay the Grantee on a cost reimbursement basis up to a maximum of \$500,000. It is understood that any additional funds necessary for the completion of this project are the responsibility of the Grantee. The parties hereto understand and agree that this Agreement does not require a match on the part of the Grantee.
- B. Prior written approval from the Department's Grant Manager shall be required for changes to this Agreement.
 - i. A Change Order to this Agreement is required when task timelines within the current authorized Agreement period change, and/or when the cumulative transfer of funds between approved budget categories, as defined in Attachment A, are less than ten percent (10%) of the total budget as last approved by the Department. All Change Orders are subject to the mutual agreement of both parties as evidenced in writing.
 - ii. A formal Amendment to this Agreement is required for changes which cause any of the following: an increase or decrease in the Agreement funding amount, a change in the Grantee's match requirements, a change in the expiration date of the Agreement, and/or changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment A, exceeds or is expected to exceed ten percent (10%)

of the total budget as last approved by the Department. All Amendments are subject to the mutual agreement of both parties as evidenced in writing.

- C. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible project costs upon the completion, submittal and approval of each deliverable identified in **Attachment A**, in accordance with the schedule therein. Reimbursement shall be requested utilizing **Attachment B, Payment Request Summary Form**. To be eligible for reimbursement, costs must be in compliance with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: http://www.myfloridacfo.com/aadir/reference_guide/. All invoices for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. A final payment request should be submitted to the Department no later than sixty (60) calendar days following the completion date of the Agreement, to assure the availability of funds for payment. All work performed pursuant to **Attachment A** must be performed on or before the completion date of the Agreement, and the subsequent sixty-day period merely allows the Grantee to finalize invoices and backup documentation to support the final payment request.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement agreement. The Grantee shall comply with the minimum requirements set forth in **Attachment C, Contract Payment Requirements**. The Payment Request Summary Form shall be accompanied by supporting documentation and other requirements as follows for each deliverable: Reimbursement shall be limited to the following budget categories:
 - i. Contractual (Subcontractors) – Reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the project. All multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Grantee shall be required to reimburse such funds to the Department within thirty (30) calendar days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. Subcontracts, which involve equipment purchases as part of an installation/retrofit or that include infrastructure and/or infrastructure improvements, as defined in Florida Chief Financial Officer (CFO) Memorandum No. 5 (2011-2012), must be capitalized in accordance with Chapter 69I-72, Florida Administrative Code (F.A.C.). The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.

For fixed-price (vendor) subcontracts, the following provisions shall apply:

- a. The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in **Attachment A**. Invoices submitted to the Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (i.e., Invitation to Bid or Request for Proposals) resulting in the fixed-price subcontract.
- b. The Grantee may request approval from the Department to award a fixed-price subcontract resulting from procurement methods other than those identified in the paragraph above. In this instance, the Grantee shall request the advance written approval from the Department's Grant Manager of the fixed price negotiated by the Grantee. The letter of request shall be supported by a detailed budget and

Scope of Services to be performed by the subcontractor. Upon receipt of the Department Grant Manager's approval of the fixed-price amount, the Grantee may proceed in finalizing the fixed-price subcontract.

- c. All subcontracts are subject to the provisions of paragraph 12 and any other appropriate provisions of this Agreement which affect subcontracting activities.
- E. In addition to the invoicing requirements contained in paragraphs 3.C. and D. above, the Department will periodically request proof of a transaction (invoice, payroll register, etc.) to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines), as appropriate. This information, when requested, must be provided within thirty (30) calendar days of such request. The Grantee may also be required to submit a cost allocation plan to the Department in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). State guidelines for allowable costs can be found in the Department of Financial Services' Reference Guide for State Expenditures at http://www.myfloridacfo.com/aadir/reference_guide/.
- F.
- i. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, the Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - ii. If the Department finds that these funds have been commingled, the Department shall have the right to demand a refund, either in whole or in part, of the funds provided to the Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from the Department shall refund, and shall forthwith pay to the Department, the amount of money demanded by the Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from the Department by the Grantee to the date repayment is made by the Grantee to the Department.
 - iii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by the Department, from another source(s), the Grantee shall reimburse the Department for all recovered funds originally provided under this Agreement. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the payment(s) are recovered by the Grantee to the date repayment is made to the Department by the Grantee.

4. ANNUAL APPROPRIATION:

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. The parties hereto understand that this Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and payment associated therewith may be rescinded with proper notice at the discretion of the Department if Legislative appropriations are reduced or eliminated.

5. **REPORTS:**

- A. The Grantee shall utilize **Attachment D, Progress Report Form**, to describe the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly reports shall be submitted to the Department's Grant Manager no later than twenty (20) calendar days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31. The Department's Grant Manager shall have thirty (30) calendar days to review the required reports and deliverables submitted by the Grantee.
- B. The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@dep.state.fl.us.

6. **RETAINAGE:**

Retainage is not required under this Agreement.

7. **INDEMNIFICATION:**

Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract or this Agreement.

8. **DEFAULT/TERMINATION/FORCE MAJEURE:**

- A. The Department may terminate this Agreement at any time if any warranty or representation made by Grantee in this Agreement or in its application for funding shall at any time be false or misleading in any respect, or in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Department shall provide thirty (30) calendar days written notice of its intent to terminate and shall provide the Grantee an opportunity to consult with the Department regarding the reason(s) for termination.
- B. The Department may terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar day's written notice. If the Department terminates the Agreement for convenience, the Department shall notify the Grantee of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated. If the Agreement is terminated before performance is completed, the Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated.
- C. If a force majeure occurs that causes delays or the reasonable likelihood of delay in the fulfillment of the requirements of this Agreement, the Grantee shall promptly notify the Department orally. Within seven (7) calendar days, the Grantee shall notify the Department in writing of the anticipated length and cause of the delay, the measures taken or to be taken to minimize the delay and the Grantee's intended timetable for implementation of such measures. If the parties agree that the delay or anticipated delay was caused, or will be caused by a force majeure, the Department may, at its discretion, extend the time for performance under this Agreement for a period of time equal to

the delay resulting from the force majeure upon execution of an amendment to this Agreement. Such agreement shall be confirmed by letter from the Department accepting, or if necessary, modifying the extension. A force majeure shall be an act of God, strike, lockout, or other industrial disturbance, act of the public enemy, war, blockade, public riot, lightning, fire, flood, explosion, failure to receive timely necessary third party approvals through no fault of the Grantee, and any other cause, whether of the kind specifically enumerated herein or otherwise, that is not reasonably within the control of the Grantee and/or the Department. The Grantee is responsible for the performance of all services issued under this Agreement. Failure to perform by the Grantee's consultant(s) or subcontractor(s) shall not constitute a force majeure event.

9. REMEDIES/FINANCIAL CONSEQUENCES:

No payment will be made for deliverables deemed unsatisfactory by the Department. In the event that a deliverable is deemed unsatisfactory by the Department, the Grantee shall re-perform the services needed for submittal of a satisfactory deliverable, at no additional cost to the Department, within ten (10) calendar days of being notified of the unsatisfactory deliverable. If a satisfactory deliverable is not submitted within the specified timeframe, the Department may, in its sole discretion, either: 1) terminate this Agreement for failure to perform, or 2) the Department Grant Manager may, by letter specifying the failure of performance under this Agreement, request that a proposed Corrective Action Plan (CAP) be submitted by the Grantee to the Department. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

- A. A CAP shall be submitted within ten (10) calendar days of the date of the letter request from the Department. The CAP shall be sent to the Department Grant Manager for review and approval. Within ten (10) calendar days of receipt of a CAP, the Department shall notify the Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, the Grantee shall have ten (10) calendar days from receipt of the Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain the Department approval of a CAP as specified above shall result in the Department's termination of this Agreement for cause as authorized in this Agreement.
- B. Upon the Department's notice of acceptance of a proposed CAP, the Grantee shall have ten (10) calendar days to commence implementation of the accepted plan. Acceptance of the proposed CAP by the Department does not relieve the Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, the Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by the Department or steps taken by the Grantee shall preclude the Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to the Department as requested by the Department Grant Manager.
- C. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by the Department may result in termination of the Agreement.

The remedies set forth above are not exclusive and the Department reserves the right to exercise other remedies in addition to or in lieu of those set forth above, as permitted by the Agreement.

10. RECORD KEEPING/AUDIT:

- A. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

- B. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the Department's Inspector General in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subcontracts issued under this Grant, if any, impose this requirement, in writing, on its subcontractors.

11. SPECIAL AUDIT REQUIREMENTS:

- A. In addition to the requirements of the preceding paragraph, the Grantee shall comply with the applicable provisions contained in **Attachment E, Special Audit Requirements**, attached hereto and made a part hereof. **Exhibit 1** to **Attachment E** summarizes the funding sources supporting the Agreement for purposes of assisting the Grantee in complying with the requirements of **Attachment E**. A revised copy of **Exhibit 1** must be provided to the Grantee for each amendment which authorizes a funding increase or decrease. If the Grantee fails to receive a revised copy of **Exhibit 1**, the Grantee shall notify the Department's Grants Development and Review Manager at (850) 245-2361 to request a copy of the updated information.
- B. The Grantee is hereby advised that the Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. The Grantee shall consider the type of financial assistance (federal and/or state) identified in **Attachment E, Exhibit 1** when making its determination. For federal financial assistance, the Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For state financial assistance, the Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website:

<https://apps.fldfs.com/fsaa>

The Grantee should confer with its chief financial officer, audit director or contact the Department for assistance with questions pertaining to the applicability of these requirements.

12. SUBCONTRACTS:

- A. The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to paragraph 3.D. of this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
- B. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. A list of minority owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

13. PROHIBITED LOCAL GOVERNMENT CONSTRUCTION PREFERENCES:

- A. Pursuant to Section 255.0991, F.S., for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been

appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation that provides a preference based upon:

- i. The contractor's maintaining an office or place of business within a particular local jurisdiction; or
- ii. The contractor's hiring employees or subcontractors from within a particular local jurisdiction; or
- iii. The contractor's prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

B. For any competitive solicitation that meets the criteria in Paragraph A., a state college, county, municipality, school district, or other political subdivision of the state *shall disclose in the solicitation document* that any applicable local ordinance or regulation does not include any preference that is prohibited by Paragraph A.

14. LOBBYING PROHIBITION:

In accordance with Section 216.347, F.S., the Grantee is hereby prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency. Further, in accordance with Section 11.062, F.S., no state funds, exclusive of salaries, travel expenses, and per diem, appropriated to, or otherwise available for use by, any executive, judicial, or quasi-judicial department shall be used by any state employee or other person for lobbying purposes.

15. COMPLIANCE WITH LAW:

The Grantee shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Agreement. The Grantee acknowledges that this requirement includes, but is not limited to, compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.

16. NOTICE:

All notices and written communication between the parties shall be sent by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. Any and all notices required by this Agreement shall be delivered to the parties at the addresses identified under paragraph 17.

17. CONTACTS:

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) at the time of execution for this Agreement is identified below:

George Frisby, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2829
E-mail Address:	George.Frisby@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

James Kinzler, or Successor	
Assistant City Manager	
City of Clermont	
685 West Monroe Street	
Clermont, Florida 34711	
Telephone No.:	352-241-7356
Fax No.:	352-394-4087
E-mail Address:	JKinzler@clermontfl.org

In the event the Department's or the Grantee's Grant Manager changes, written notice by electronic mail with acknowledgement by the other party will be acceptable. Any subsequent Change Order or Amendment pursuant to paragraph 3.B should include the updated Grant Manager information.

18. INSURANCE:

- A. Providing and maintaining adequate insurance coverage is a material obligation of the Grantee. This insurance must provide coverage for all claims that may arise from the performance of the work specified under this Agreement, whether such work is performed by the Grantee, any sub-grantee, or Grantee's contractors. Such insurance shall include the State of Florida, the Department, and the State of Florida Board of Trustees of the Internal Improvement Trust Fund, as Additional Insureds for the entire length of the Agreement.
- B. Coverage may be by private insurance or self-insurance. The Grantee shall provide documentation of all required coverage to the Department's Grant Manager *prior to* performance of any work pursuant to this Agreement. All commercial insurance policies shall be with insurers licensed or eligible to do business in the State of Florida. The Grantee's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) calendar days' written notice (with the exception of non-payment of premium, which requires a 10-calendar-day notice) to the Department's Grant Manager. If the Grantee is self-funded for any category of insurance, then the Grantee shall provide documentation that warrants and represents that it is self-funded for said insurance, appropriate and allowable under Florida law, and that such self-insurance offers protection applicable to the Grantee's officers, employees, servants and agents while acting within the scope of their employment with the Grantee for the entire length of the Agreement.
- C. During the life of this Agreement, the Grantee shall secure and maintain insurance coverages as specified below. In addition, the Grantee shall include these requirements in any sub grant or subcontract issued for the performance of the work specified under this Agreement, unless such sub grant or subcontractor employees are covered by the protection afforded by the Grantee.
 - i. Workers' Compensation Insurance is required for all employees connected with the work of this project. Any self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Agreement is not protected under Workers' Compensation statutes, the Grantee shall provide proof of adequate insurance satisfactory to the Department, for the protection of its employees not otherwise protected.
 - ii. Commercial General Liability insurance is required, including bodily injury and property damage. The minimum limits of liability shall be \$200,000 each individual's claim and \$300,000 each occurrence.

- iii. Commercial Automobile Liability insurance is required, for all claims which may arise from the services and/or operations under this Agreement, whether such services and/or operations are by the Grantee or any of its contractors. The minimum limits of liability shall be as follows:

\$300,000 Automobile Liability Combined Single Limit for Company-Owned Vehicles, if applicable

\$300,000 Hired and Non-owned Automobile Liability Coverage

- iv. Other Insurance may be required if any work proceeds over or adjacent to water, including but not limited to Jones Act, Longshoreman's and Harbormaster's, or the inclusion of any applicable rider to worker's compensation insurance, and any necessary watercraft insurance, with limits of not less than \$300,000 each. Questions concerning required coverage should be directed to the U.S. Department of Labor (<http://www.dol.gov/owcp/dlhwc/lcontac.htm>) or to the parties' insurance carrier.

19. CONFLICT OF INTEREST:

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

20. EQUIPMENT:

The purchase of non-expendable personal property or equipment costing \$1,000 or more purchased for purposes of this Agreement remains the property of the Grantee. Upon satisfactory completion of this Agreement, the Grantee may retain ownership and will require its subcontractor to account for and report on all non-expendable personal property or equipment purchased under its subcontract. Non-expendable personal property or equipment purchased by a subcontractor that meets the parameters set forth in paragraph 3.D. of this Agreement shall be capitalized in accordance with Chapter 69I-72, F.A.C., with property records maintained by the Grantee for audit purposes. The following terms shall apply:

- A. The Grantee and/or its subcontractor shall have use of the non-expendable personal property or equipment for the authorized purposes of the contractual arrangement as long as the required work is being performed.
- B. The Grantee is responsible for the implementation of adequate maintenance procedures to keep the non-expendable personal property or equipment in good operating condition.
- C. The Grantee is responsible for any loss, damage, or theft of, and any loss, damage or injury caused by the use of, non-expendable personal property or equipment purchased with state funds and held in Grantee's possession for use in a contractual arrangement with the Department.

21. UNAUTHORIZED EMPLOYMENT:

The employment of unauthorized aliens by any Grantee/subcontractor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.

22. RESERVED.

23. DISCRIMINATION:

- A. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- B. An entity or affiliate who has been placed on the discriminatory vendor list pursuant to Section 287.134, F.S., may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

24. LAND ACQUISITION:

Land acquisition is not authorized under the terms of this Agreement.

25. PHYSICAL ACCESS AND INSPECTION:

As applicable, Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, including by any of the following methods:

- A. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents; and
- B. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and
- C. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

26. PUBLIC RECORDS ACCESS:

- A. Grantee shall comply with Florida Public Records law under Chapter 119, F.S. Records made or received in conjunction with this Agreement are public records under Florida law, as defined in Section 119.011(12), F.S. Grantee shall keep and maintain public records required by the Department to perform the services under this Agreement.
- B. This Agreement may be unilaterally canceled by the Department for refusal by the Grantee to either provide to the Department upon request, or to allow inspection and copying of all public records made or received by the Grantee in conjunction with this Agreement and subject to disclosure under Chapter 119, F.S., and Section 24(a), Article I, Florida Constitution.
- C. If Grantee meets the definition of "Contractor" found in Section 119.0701(1)(a), F.S.; [i.e., an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency], then the following requirements apply:
 - i. Pursuant to Section 119.0701, F.S., a request to inspect or copy public records relating to this Agreement for services must be made directly to the Department. If the Department does not possess the requested records, the Department shall immediately notify the

Grantee of the request, and the Grantee must provide the records to the Department or allow the records to be inspected or copied within a reasonable time. If Grantee fails to provide the public records to the Department within a reasonable time, the Grantee may be subject to penalties under s. 119.10, F.S.

- ii. Upon request from the Department's custodian of public records, Grantee shall provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- iii. Grantee shall identify and ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Grantee does not transfer the records to the Department.
- iv. Upon completion of the Agreement, Grantee shall transfer, at no cost to Department, all public records in possession of Grantee or keep and maintain public records required by the Department to perform the services under this Agreement. If the Grantee transfers all public records to the Department upon completion of the Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Grantee keeps and maintains public records upon completion of the Agreement, the Grantee shall meet all applicable requirements for retaining public records. All records that are stored electronically must be provided to Department, upon request from the Department's custodian of public records, in a format that is accessible by and compatible with the information technology systems of Department.

D. IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS by telephone at (850) 245-2118, by email at ombudsman@dep.state.fl.us, or at the mailing address below:

**Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Blvd, Mail Slot 49
Tallahassee, FL 32399**

27. TERMINATION FALSE CERTIFICATION, SCRUTINIZED COMPANIES, BOYCOTTING:

Grantee certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, Grantee agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement for cause if the Grantee, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Grantee, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting

activity during the term of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

28. EXECUTION IN COUNTERPARTS:

This Agreement, and any Amendments or Change Orders thereto, may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. . In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

29. SEVERABILITY CLAUSE:

This Agreement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

30. ENTIRE AGREEMENT:

This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, unless otherwise provided herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year last written below.

CITY OF CLERMONT

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Mayor

By: _____
Secretary or designee

Print Name of Authorized Person

Print Name and Title of Authorized Person

Date: _____

Date: _____

George Frisby, DEP Grant Manager

Teresa Cruce, DEP QC Reviewer

FEID No.: 59-6000290

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Grant Work Plan (2 Pages)</u>
<u>Attachment</u>	<u>B</u>	<u>Payment Request Summary Form (5 Pages)</u>
<u>Attachment</u>	<u>C</u>	<u>Contract Payment Requirements (1 Page)</u>
<u>Attachment</u>	<u>D</u>	<u>Progress Report Form (1 Page)</u>
<u>Attachment</u>	<u>E</u>	<u>Special Audit Requirements (5 Pages)</u>
<u>Attachment</u>	<u>F</u>	<u>Attachment Intentionally Excluded</u>
<u>Attachment</u>	<u>G</u>	<u>Attachment Intentionally Excluded</u>

ATTACHMENT A GRANT WORK PLAN

PROJECT TITLE: Clermont Alternative Water Supply Sunburst LFA Wells

PROJECT LOCATION: The Project will be located at 2799 Sunburst Lane, which is located within the City of Clermont in Lake County, Florida. Project coordinates are latitude 28°31'12.20" N and Longitude 81°42'12.36" W.

PROJECT BACKGROUND: In December 2014, the City of Clermont (Grantee) completed a Comprehensive Potable Water System Master Plan in order to identify and prioritize system capacity and associated infrastructure needs to meet current and projected growth. Based on the Grantee's need for additional groundwater supply and regional efforts to secure alternative water supplies, the Grantee will construct two (2) wells into the Lower Floridan Aquifer (LFA) to reduce reliance on the Upper Floridan Aquifer (UFA) as the Grantee's primary source of water supply. Migration of the groundwater pumpage from the UFA to the LFA is predicted to reduce apparent impacts to several surface water Minimum Flows and Levels (MFLs). Shifting public water supply pumping from the UFA to the LFA was identified by the regional planning efforts of the Central Florida Water Initiative (CFWI) as a possible partial solution to reduce unacceptable MFL impacts to wetlands and surface water bodies.

PROJECT DESCRIPTION: The Grantee will construct and test two (2) public water supply wells into the LFA. Each well will have a 24-inch diameter with a casing depth of approximately 1,250 feet below land surface (bls) and total well depth of approximately 1,600 feet bls. Well construction will include interval packer testing, geophysical logging and aquifer performance testing to obtain water quality and aquifer yield data to confirm the viability of the LFA as a source of groundwater supply. Additionally, aquifer hydrogeologic parameters of the LFA, used to model pumpage impacts, will be confirmed.

TASKS and DELIVERABLES:

Task 1: Construction of Project

Task Description: The Grantee will construct and test two (2) public water supply wells into the LFA in accordance with the final design documents and regulatory permits issued. The professional engineering and hydrogeological services of Tetra Tech, Inc. will include construction observation services.

Deliverable 1a: Construction completed to date as described in this task, as evidenced by these interim deliverables: 1) Signed acceptance of the completed work by the Grantee, 2) Contractor's Application and Certification for Payment, and 3) dated color photographs of on-going work representing time period covered in payment request. These interim deliverables must be submitted 5 days prior to each payment request and may be submitted no more frequently than monthly.

Performance Standard: The Department's Grant Manager will review each submitted interim deliverable to verify that it meets the specifications in the Grant Work Plan and this task description

and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written acceptance of each monthly interim deliverable submittal by the Department's Grant Manager, the Grantee may proceed with payment request submittal for costs associated with that monthly submittal period under this task.

Contractor's Application and Certification for Payment should include the following supporting documentation:

1. An itemized summary of the materials, labor, and/or services utilized during the period for which payment is being requested.
2. The summary should identify the nature of the work performed; the amount expended for such work; the name of the person/entity providing the service or performing the work; proof of payment of the invoices; and evidence of all work conducted for which a request for payment is being made.
3. Evidence may include references to any drafts or partially-complete designs, surveys, environmental documents and/or permit applications, drawings, and specifications (which must be made available upon request); and documentation demonstrating partial completion of construction activities.

Deliverable 1b: Two public water wells constructed as described in this task, as evidenced by these final deliverables: 1) Dated color photographs of the construction site(s) prior to, during, and immediately following completion of the construction task; 2) written verification that the Grantee has received record drawings and any required final inspection report(s) for the project; 3) signed acceptance of the completed work by the Grantee; and 4) signed statement from a Florida Licensed Professional Engineer indicating construction has been completed in accordance with the design.

Performance Standard: The Department's Grant Manager will review the final deliverables to verify that they meet the specifications in the Grant Work Plan and this task description and that work is being performed in accordance with the Grantee's construction contract documents and specifications. Upon review and written approval by the Department's Grant Manager of all final deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement no more frequently than once per month. The outlined Interim Deliverable(s) and/or Final Deliverable(s) must have been submitted and accepted in writing by the Department's Grant Manager prior to payment request submittal.

PROJECT TIMELINE AND BUDGET DETAIL:

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Construction	Contractual	\$500,000	7/1/2016	6/30/2018

ATTACHMENT B **PAYMENT REQUEST SUMMARY FORM**

Payment Request No. _____ DEP Agreement No. _____ Date _____

Performance Period (Start date - End date): _____

Deliverables completed to support payment request (attach additional pages as needed):

Task/Deliverable	Task Budget
Number(s): _____	Amount: \$ _____ -

Grantee:
(Name & Mailing Address) _____

Grantee Contact:
(Name & Phone) _____

GRANT EXPENDITURES SUMMARY SECTION

CATEGORY OF EXPENDITURE (As authorized)	AMOUNT OF THIS REQUEST	TOTAL CUMULATIVE PAYMENT REQUESTS	MATCHING FUNDS FOR THIS REQUEST	TOTAL CUMULATIVE MATCHING FUNDS
Salaries/Wages	\$ -	\$ -	\$ -	\$ -
Fringe Benefits	\$ -	\$ -	\$ -	\$ -
Indirect Cost	\$ -	\$ -	\$ -	\$ -
Contractual (Subcontractors)	\$ -	\$ -	\$ -	\$ -
Travel	\$ -	\$ -	\$ -	\$ -
Equipment (Direct Purchases)	\$ -	\$ -	\$ -	\$ -
Rental/Lease of Equipment	\$ -	\$ -	\$ -	\$ -
Miscellaneous/Other Expenses	\$ -	\$ -	\$ -	\$ -
Land Acquisition	\$ -	\$ -	\$ -	\$ -
TOTAL AMOUNT	\$	\$	\$	\$
TOTAL BUDGET (ALL TASKS)	\$		\$	
Less Total Cumulative Payment Requests of:	\$		\$	
TOTAL REMAINING (ALL TASKS)	\$		\$	

GRANTEE CERTIFICATION

Complete Grantee's Certification of Payment Request on Page 2 to certify that the amount being requested for reimbursement above was for items that were charged to and utilized only for the above cited grant activities.

Grantee's Certification of Payment Request

I, _____, on behalf of

(Print name of Grantee's Grant Manager designated in the Agreement)

_____, do hereby certify for

(Print name of Grantee)

DEP Agreement No. _____ and Payment Request No. _____ that:

- ☒ The disbursement amount requested is for allowable costs for the project described in Attachment A of the Agreement.
- ☒ All costs included in the amount requested have been satisfactorily purchased, performed, received, and applied toward completing the project; such costs are documented by invoices or other appropriate documentation as required in the Agreement.
- ☒ The Grantee has paid such costs under the terms and provisions of contracts relating directly to the project; and the Grantee is not in default of any terms or provisions of the contracts.

Check all that apply:

- ☐ All permits and approvals required for the construction, which is underway, have been obtained.
- ☐ Construction up to the point of this disbursement is in compliance with the construction plans and permits.
- ☐ The Grantee's Grant Manager relied on certifications from the following professionals that provided services for this project during the time period covered by this Certification of Payment Request, and such certifications are included:

Professional Service Provider (Name / License No.)

Period of Service (mm/dd/yy – mm/dd/yy)

Grantee's Grant Manager's Signature

Grantee's Fiscal Agent Signature

Print Name

Print Name

Telephone Number

Telephone Number

INSTRUCTIONS FOR COMPLETING PAYMENT REQUEST SUMMARY FORM

PAYMENT REQUEST NO.: This is the number of your payment request, not the quarter number.

DEP AGREEMENT NO.: This is the number on your grant agreement.

DATE: This is the date that you are submitting the payment request.

PERFORMANCE PERIOD: This is the beginning and ending date of the performance period for the Task/Deliverable that the request is for (this must be within the timeline shown for the Task/Deliverable in the Agreement).

TASK/DELIVERABLE NO.: Identify the number of the Task/Deliverable that you are requesting payment for and/or claiming match for (must agree with the current Grant Work Plan). *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

TASK BUDGET AMOUNT: List the Task budget amount as identified in the Grant Work Plan for the corresponding Task/Deliverable. *Note:* If payment request includes more than one Task/Deliverable, additional pages should identify each Task/Deliverable Number, its corresponding budget amount, and the amount requested.

GRANTEE: Enter the name of the Grantee's agency and the address to which you want the state warrant sent.

GRANTEE CONTACT: List the name and telephone number for the Grantee's grant manager or other point of contact regarding the payment request submittal.

GRANT EXPENDITURES SUMMARY SECTION:

"AMOUNT OF THIS REQUEST" COLUMN: Enter by authorized category of expenditure the amount for which you are requesting reimbursement for this task. This must agree with the currently approved budget in the current Grant Work Plan of your grant Agreement. Do not claim expenses in a budget category that does not have an approved budget. Do not claim items that are not specifically identified in the current Grant Work Plan. Enter the column total on the "*TOTAL AMOUNT*" line. Enter the amount of all Tasks on the "*TOTAL BUDGET (ALL TASKS)*" line. Enter the total cumulative amount of this request **and** all previous payments on the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" line. Deduct the "*LESS TOTAL CUMULATIVE PAYMENT REQUESTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE PAYMENT REQUESTS" COLUMN: Enter the cumulative amounts that have been requested to date for reimbursement by budget category. The final request should show the total of all requests; first through the final request (this amount cannot exceed the approved budget amount for that budget category for the Task(s) you are reporting on). Enter the column total on the "*TOTAL PAYMENT REQUEST*" line. **Do not enter anything in the shaded areas.**

"MATCHING FUNDS" COLUMN: Enter the amount to be claimed as match for the performance period for the Task(s) you are reporting on. This needs to be shown under specific budget categories according to the currently approved Grant Work Plan. Enter the total on the "*TOTAL AMOUNT*" line for this column. Enter the match budget amount on the "*TOTAL BUDGET (ALL TASKS)*" line for this column. Enter the total cumulative amount of this and any previous match claimed on the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" line for this column. Deduct the "*LESS TOTAL CUMULATIVE PAYMENTS OF*" from the "*TOTAL BUDGET (ALL TASKS)*" for the amount to enter on the "*TOTAL REMAINING (ALL TASKS)*" line.

"TOTAL CUMULATIVE MATCHING FUNDS" COLUMN: Enter the cumulative amounts you have claimed to date for match by budget category. Put the total of all on the line titled "*TOTAL PAYMENT REQUEST.*" The final request should show the total of all claims, first claim through the final claim, etc. **Do not enter anything in the shaded areas.**

GRANTEE'S CERTIFICATION: Check all boxes that apply. Identify any licensed professional service providers that certified work or services completed during the period included in the request for payment. **Must be signed by both the Grantee's Grant Manager as identified in the grant agreement and the Grantee's Fiscal Agent.**

Documentation for match claims must meet the same requirements as those expenditures for reimbursement.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

REQUEST FOR PAYMENT – PART II

REIMBURSEMENT DETAIL

Grantee Name:					Payment Request No.:		
DEP Agreement No.:							
Vendor Name	Invoice Number	Invoice Date	Invoice Amount (1)	Local Share or Other Funding or Amount Not Requested (2)	Requested Amount (3)	Check Number	Task/Deliverable Number (4)
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
				\$ -	\$ -		
Totals:				\$ -	\$ -		

Instructions for Completing Request for Payment - Part II

Include the Grantee Name, Payment Request No., and DEP Agreement Number. List vendor invoices that are associated with the Project by Task/Deliverable.

- 1 **Invoice Amount:** Amount of Invoice being submitted for reimbursement.
- 2 **Local Share or Other Funding or Amount Not Requested:** Portion of invoice paid for by Grantee.
Requested Amount: Subtract Grantee's Local Share or Other Funding or Amount Not Requested **(2)** from Invoice Amount **(1)**.
- 3 **Deliverable Number:** Must identify completed deliverable(s) for each invoice. If invoice covers multiple deliverables, that invoice would be listed multiple times, a line item for each deliverable with any portion not applicable to that Task/Deliverable identified under **(2)**.
- 4

Submittal Instructions

Instructions for E-mailing:

The program now accepts reimbursement requests electronically, please E-mail to SRF_Reporting@dep.state.fl.us. When scanning please be sure that the minimum scan resolution must be 300 DPI (dots per inch). When reimbursement requests are sent electronically, please do not also send a hard copy by postal mail. You should anticipate a response from program staff within 2 business days.

Remit Payment Request by E-mail to: [SRF_Reporting @dep.state.fl.us](mailto:SRF_Reporting@dep.state.fl.us)

Be sure the E-mail payment request includes the following:

Cc: Department's Grant/Project Manager

Subject: Project Number_Disbursement Number: example – LP14025_Disb_1

Attachments:

- 1) Attachment B Payment Request Summary
- 2) Request for Payment Part II Reimbursement Detail
- 3) Copies of invoices
- 4) Other supporting documentation, as needed

For questions or concerns regarding these forms or if you would like the payment request forms listed above in electronic format please contact:

George Frisby

850-245-2829

George.Frisby@dep.state.fl.us

ATTACHMENT C

Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of the types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address: http://www.fldfs.com/aadir/reference_guide.htm

ATTACHMENT D

PROGRESS REPORT FORM

DEP Agreement No.:	LP35141		
Grantee Name:			
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:			
Project Number and Title:			
Provide the following information for all tasks and deliverables identified in the Grant Work Plan: a summary of project accomplishments for the reporting period; a comparison of actual accomplishments to goals for the period; if goals were not met, provide reasons why; provide an update on the estimated time for completion of the task and an explanation for any anticipated delays and identify by task. NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan. <u>The following format should be followed:</u> Task 1: Progress for this reporting period: Identify any delays or problems encountered:			

This report is submitted in accordance with the reporting requirements of DEP Agreement No. LP35141 and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager

Date

ATTACHMENT E

SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the contract/agreement*) to the recipient (*which may be referred to as the "Contractor", Grantee" or other name in the contract/agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised, 2 CFR Part 200, Subpart F, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and/or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised (for fiscal year start dates prior to December 26, 2014), or as defined in 2 CFR §200.330 (for fiscal year start dates after December 26, 2014).

1. In the event that the recipient expends \$500,000 (\$750,000 for fiscal year start dates after December 26, 2014) or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department of Environmental Protection. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F. An audit of the recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F.
3. If the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, is not required. In the event that the recipient expends less than \$500,000 (or \$750,000, as applicable) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Attachment indicates state financial assistance awarded through the Department of Environmental Protection by this Agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.state.fl.us/audgen>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F and required by PART I of this Attachment shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised, and 2 CFR §200.501(a) (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, and 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

- C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised, and 2 CFR §200.512.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, the recipient shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, and any management letters issued by the auditor, to the Department of Environmental Protection at one the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

3. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of the Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

5. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, as revised, and 2 CFR Part 200, Subpart F, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with OMB Circular A-133, as revised and 2 CFR Part 200, Subpart F, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of 5 years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of 3 years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

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EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	General Appropriations Line Item 1600A	2016-2017	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047

				Total Award	\$500,000	
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For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the recipient is clearly indicated in the Contract.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Professional Consultant Services Agreement		
Requested Action		
Recommend approval of agreement with Levy Consulting, LLC to provide consulting services pertaining to the Downtown and Wellness Way.		
Staff Report		
Professional consulting services to assist the City of Clermont in multiple services to include: 1) Examining deployment of City Owned Real Estate in pursuit of City's Master plan; 2) Guidance and technical support for Development code, code review and permitting process to create a regulatory environment more conducive to business recruitment, retention and expansion; 3) providing strategic guidance and facilitating investor and developer relations downtown; 4) provide strategic guidance and strategies for developing expansion of tax base, annexation and utility services for Wellness Way; 5) Assist in measurement and identification of downtown economic strategy to conjoin waterfront and downtown activity into holonic functioning area. The proposed contract term is from September 1, 2016 - May 31, 2017 at \$5,000 per month.		
Additional Analysis		
Fiscal Impact Summary		
There are funds available in the current year budget as well as the FY 2017 Proposed Budget to cover this agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Levey Contract	Levey+Consulting+Contract+8.14.16+(002).doc	
2. Levey Consulting Scope of Services	Levey Consulting Scope - Clermont 8.14.16.docx	

PROFESSIONAL
CONSULTANT
SERVICES
AGREEMENT

THIS AGREEMENT, made this 28th day of August, 2016, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Levey Consulting, LLC, whose address is PO Box 560156-0156, Orlando, Florida 32856-0156 (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the City is in need of qualified, professional consulting services to assist the City with multiple services in the economic development area, including but not limited to 1) assisting in the developing and executing an economic strategy for downtown; 2) examining the deployment of City owned real estate in the pursuit of the implementation of the Downtown/Waterfront portion of the City's Master Plan; 3) providing strategic guidance for the City's participation in Wellness Way; 4) assist City in developing strategies for annexation and expansion of tax base; and 5) provide guidance and technical support for any review of City Land Development Code, Development Review, and Permitting processes to create a regulatory environment more conducive to business recruitment, retention, and expansion; and

WHEREAS, it is necessary that the City move forward on the procurement of such consulting services to advance implementation of the Master Plan; to avoid loss of potential opportunities, developments and partners in the implementation of the Master Plan; and to facilitate a new economic development approach for the entire City; and

WHEREAS, the CONSULTANT submitted a proposal to provide said services and has represented to City that he is qualified and desires to perform said services in accordance with the terms and conditions contained herein, and all applicable law and professional standards;

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

1. **SCOPE OF SERVICES**

The CITY agrees to and does engage CONSULTANT to perform the professional services as more particularly described in the Scope of Services/Compensation Schedule, attached hereto and incorporated herein as Exhibit "A".

CONSULTANT agrees to assign Richard L. Levey, Ph.D., AICP to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed. Any changes or revisions requested by CITY that are not due to CONSULTANT error, omission or negligence will be incorporated into the scope of services by written amendment to this agreement and CONSULTANT may be entitled to additional compensation upon the agreement of the parties.

2. **AUTHORIZATION TO PROVIDE SERVICES**

CONSULTANT shall not be authorized to provide any services as set forth in the Scope of Services/Compensation Schedule until such time as CONSULTANT has received written authorization from the City Manager, or his designee, to perform the specific tasks set forth in the Scope of Services/Compensation Schedule. In the event that CONSULTANT commences any such services without such authorization, CONSULTANT expressly acknowledges that it shall not be entitled to compensation of any kind related to said services.

3. **COMPENSATION**

- a. The CITY agrees to and does engage CONSULTANT to perform the professional services for compensation in the amount of \$5,000.00 per month described herein and set forth in Exhibit "A" attached hereto and incorporated herein.
- b. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific phase or sub-task, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall include a statement identifying the services provided in accordance with the Scope of Services/Compensation Schedule.

- c. All invoices submitted for compensation shall include a statement by CONSULTANT that states as follows:

This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.

- d. CITY shall pay all valid, approved and undisputed invoices within thirty (30) days of receipt from CONSULTANT. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

4. **TERM**

This Agreement shall take effect on September 1, 2016 and shall continue for a period nine (9) months, until May 31, 2017, or the agreement is terminated as provided in Section 5 below. The term may be extended by mutual consent of the parties.

5. **TERMINATION**

- a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.
- b. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination, without cause, by the CITY pursuant to this Section 5b, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

6. **RESPONSIBILITIES OF CONSULTANT**

In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above- referenced assigned personnel, it shall perform all of the services required in the Scope of Services, and further agrees as follows:

- a. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.
- b. CONSULTANT expressly acknowledges that any and all documents, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

7. **RESPONSIBILITIES OF CITY**

The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

8. **AUTHORIZED REPRESENTATIVE OF THE CITY**

During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

9. **INSURANCE PROVIDED BY CONSULTANT**

- a. Workers Compensation

CONSULTANT agrees to pay for and maintain in full force and affect all applicable Workers Compensation Insurance as required by Federal and Florida Law.

b. Comprehensive Automobile Liability

CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance

The originals of the aforementioned policies of insurance, or certificates of the issuance thereof, shall be delivered to the CITY as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or as otherwise approved by CITY, in its sole discretion. Each policy shall name the CITY as an additional insured. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of this Agreement and thereafter, within thirty (30) days immediately following each renewal thereof.

d. Loss of Insurance

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

e. Insurance Coverage Not Limitation of Liability

The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

10. **INDEMNIFICATION**

CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

11. **INDEPENDENT CONTRACTOR**

The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

12. **FORCE MAJEURE**

With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

13. **NOTICES**

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

Consultant:	Levey Consulting, LLC P O Box 560156-0156 Orlando, FL 32856-0156
City:	City of Clermont Darren Gray, City Manager 685 W. Montrose Street Clermont, FL 34711

14. **PROHIBITION AGAINST CONTINGENT FEES**

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **GENERAL PROVISIONS**

a. Attorneys' Fees

In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

b. Waiver

The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

c. Severability

If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be void and enforceable to the fullest extent permitted by applicable law.

d. Amendment

Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

e. Entire Agreement

This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

f. Assignment

This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

g. Venue

The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

h. Applicable Law

This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

i. Public Records

CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

- (2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the date first above written.

Attest:

CITY OF CLERMONT, FLORIDA

BY: _____
Tracy Ackroyd Howe, City Clerk

BY: _____
Gail L. Ash, Mayor

BY: _____
Richard L. Levey, Ph.D., AICP
Managing Director

Economic Development Scope of Services

The City and Consultant agree that the Consultant will perform the services as set forth below, which may be updated from time to time via direction from the City Manager and/or the Economic Development Director. The Services that Consultant shall provide to the City of Clermont are as follows in the following key strategic areas and includes both immediate deliverables for services and ongoing services:

1.0-Downtown Clermont. Coauthoring economic development strategic plan for downtown Clermont. Goal is to conjoin waterfront and downtown into a holonic functioning unit, which generates and absorbs economic growth and activity.

September 2016-November 2016

1.1-Assist in the measurement and identification of the economic drivers for the Downtown/Waterfront Master Plan to help guide capital investment decision making by the City

September 2016-November 2016

1.2-Advise on key steps in accelerating private investment in response to the Master Plan, including but not limited to:

- 1.2.1 - Establishment of incremental steps to bring critical retail and support services (food & beverage, etc.) to promote expanded use of Waterfront, including strategic use of city-owned real estate
- 1.2.2 - Assist in the creation of content for marketing presentations and materials.

1.2.3 – Facilitate introductions/presentations to network of land development and redevelopment firms as potential investors in Downtown/Waterfront Master Plan

1.2.4 - Assess potential of City-owned fiber network to be utilized to attract technology based businesses

Ongoing

2.0-City Owned Real Estate (CORE)

2.1 - Review inventory of properties for reuse/disposition for potential private activity/implementation of Master Plan

2.1.1 - Assist in developing financial analyses of various use options

2.1.2 - Assist in the production of RFP/RFQ processes to solicit private investment/interest in CORE
Support Economic Development

2.1.3 - Director's efforts to reuse CPD HQ for job creation/maximization of economic impact to downtown

Ongoing

3.0-Wellness Way

3.1 - Develop long range strategy and role for City, including:

a. Water, wastewater, and reclaimed water expansion

- b. Major roadways
- c. Annexation
- d. Job creation

3.2 - Assist Environmental Services and Economic Development Directors in developing overall utility delivery plan

3.3 - Assist Development Services and Economic Development Directors in compiling and processing entitlement package (Comprehensive Plan Amendment, zoning and development criteria)

Ongoing- begin September 2016

4.0 - Annexation

4.1 - Refine/Develop overall City annexation strategy, including refining fiscal impact analysis to expand municipal tax base

Ongoing

5.0 - Land Development Code & Development/Permitting Process

5.1 - Assist ED Director in assessing the effectiveness and customer service orientation of existing code requirements and procedures

5.2 - Assist ED Director in designing community engagement process to improve code, land development, and permitting process

5.3 - Provide substantive code, land development and permitting process content and expertise during change process



Richard L. Levey, Ph.D., AICP
407.408.4442
P.O. Box 560156
Orlando, FL 32856-0156
www.leveyconsulting.com

Ongoing

Fee Schedule



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Ordinance No. 2016-31 <i>Final</i> <i>Parking and vehicular use areas</i>		
Requested Action		
Recommend approval of Ordinance 2016-31.		
Staff Report		
The downtown and waterfront have existing parallel parking spaces that are not in conformance with the current code standard of 10' x 23'. The current spaces range from 7 1/2' to 10' in some areas. Due to slower traffic movements and the historical nature of the downtown, the reduced sizes work well. This proposed amendment would allow city on-street parallel parking spaces to be reduced to 8' x 22', which will save space for the on-street future parking spaces and traffic aisles. The new spaces will be allowed only in the Community Redevelopment Area (CRA), which is shown on the attached map. <i>At the August 2, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the code change; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	2016-31 Ch 98 98-5 Downtown parking.doc	
2. Clermont CRA Area Map	Clermont CRA Area Map 2015.pdf	
3. Minutes	P&Z Minutes DT.pdf	
4. Legal ad	DT parking LDC AD.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-31

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 98 PARKING AND VEHICULAR USE AREAS; SECTION 98-5 DESIGN OF PARKING LOTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on August 2, 2016 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to add Section 98-5 Design of Parking Lots, (b) Downtown Parking; to the City of Clermont's Code of Ordinances;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Clermont, Florida as follows:

SECTION 1.

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

SECTION 2.

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

Chapter 98

PARKING AND VEHICULAR USE AREAS

Section 98-5. Design of Parking Lots

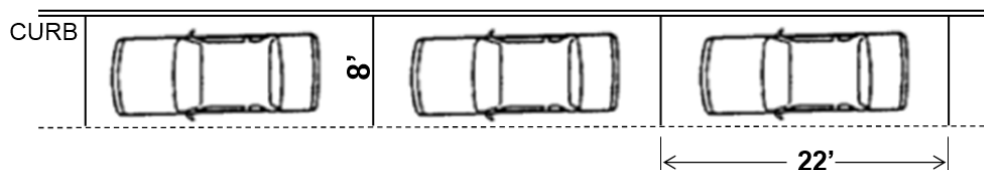
- (a) The parking lot design; including but not limited to arrangement of spaces, width of aisles and access drives, angle of spaces, installation of curbing, etc., shall be as specified in the figures in Section 98-15. The specific design of each facility shall take into consideration the necessity of required landscaping in accordance with Chapter 118 pertaining to vegetation. All parking lot improvements shall be paved in accordance with accepted City engineering standards.

CITY OF CLERMONT
ORDINANCE No. 2016-31

(b) Downtown parking.

In order to accommodate slower traffic movements and the historical nature of downtown, parallel on-street parking provided by the City of Clermont may be reduced to 8' x 22' as shown in figure 98-15D. The downtown parking area shall include the Community Redevelopment Area (CRA) as shown in the Downtown CRA Redevelopment Plan, adopted on 12/8/2015 by Ordinance No. 2015-77.

**Figure 98-15D. Downtown Parallel Parking
(Not to Scale)**



SECTION 3. 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 4. 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 5. Codification.

The text of SECTION 1 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not effecting the substance of this Ordinance by the substitution of "Article" for "Ordinance", "Section" for "Paragraph", or otherwise to take such editorial license.

SECTION 6. Effective Date.

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

CITY OF CLERMONT
ORDINANCE No. 2016-31

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23th day of August, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 6

4. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend Chapter 98 Parking and Vehicular Use Areas to allow city on-street 8' x 22" parallel parking spaces.

CRA/Mobility Director Hitt presented Ordinance 2016-31.

Carol McDaniel, 14424 S. Grand Highway, stated that as the roads get smaller, business owners who driver larger vehicles and pull trailers will have issues with the smaller lanes and parking spaces.

Commissioner Whitehead moved to recommend approval of the code change; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

5. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend the Code of Ordinances to create a Downtown and Waterfront Entertainment District section.

CRA/Mobility Director Jim Hitt presented Ordinance 2016-33.

Robin Livesay, 14320 S. Grand Highway, stated that she likes the idea, however she used to go to the events but downtown is so crowded now. She stated that you have to park so far away in order to attend these events.

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

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To allow for a text amendment to the Future Land Use Element to add language regarding Planned Unit Development zoning.

Senior Planner Kruse presented the staff report as follows:

In September 2015, the City Council voted to adopt a new zoning designation, Planned Unit Development (PUD). Previously, projects would apply for a Conditional Use Permit for a Planned Unit Development. This process caused some confusion and challenges, particularly when annexing properties under the Interlocal Service Boundary Agreement (ISBA) that had a PUD zoning in place from Lake County. After making this change to the Land Development Code, it became apparent afterwards that there were four places in the Future Land Use Element that were inconsistent with this code change. The language in the Future Land Use Element stated that when projects had densities higher than eight units per acre, a CUP was required. There was no mention of the new PUD zoning designation, which would permit densities higher

LEGAL NOTICE

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

ORDINANCE NO. 2016-31

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 98 PARKING AND VEHICULAR USE AREA, SECTION 98-5 DESIGN OF PARKING LOTS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, August 23, 2016 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 26 and August 9, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Ordinance No. 2016-33 <i>Final</i> <i>Downtown & Waterfront Entertainment District</i>		
Requested Action		
Recommend approval of Ordinance 2016-33.		
Staff Report		
Ordinance No. 2016-33 creates the Downtown & Waterfront Entertainment District. Over the years, the downtown and waterfront area has had numerous events hosted by the City, Clermont Downtown Partnership (CDP), and other civic organizations. "Open containers" for alcoholic beverages have been approved for many of those events and no issues have been reported. This ordinance would encourage downtown and waterfront growth, foster community cooperation and would continue to encourage mutually sponsored events among the downtown merchants. With approved "open container" uses for the downtown events, more people have been attending and coming to the downtown and waterfront. The Downtown & Waterfront Entertainment District would continue this option for the restaurants and various retail establishments that are licensed to serve alcohol. This ordinance is similar to regulations in other cities in Lake and Orange counties. General summary: * Hours of operation: 10 a.m. to 11 p.m. * Maximum size container: 20 oz. (opaque containers or covers, no glass) * Maintains ADA sidewalk access The ordinance also provides references for music and entertainment and other events, and links Chapter 6 Alcoholic Beverages, to the new Downtown & Waterfront Entertainment District section. <i>At the August 2, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the code change; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-----------|--|
| 1. | Ordinance | 2016-33 Downtown Waterfront Entertainment District.doc |
| 2. | Minutes | P&Z Minutes DT.pdf |
| 3. | Legal ad | DT Entertainment LDC AD.docx |

CITY OF CLERMONT
ORDINANCE No. 2016-33

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 54, STREETS, SIDEWALKS AND OTHER PUBLIC PLACES; CREATING ARTICLE IV, DOWNTOWN AND WATERFRONT ENTERTAINMENT DISTRICT; AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES; PROVIDING FOR SEVERABILITY, CONFLICT, CODIFICATION, AND EFFECTIVE DATE.

WHEREAS, the Downtown Clermont Redevelopment Agency's Redevelopment Plan encourages economic development opportunities; and

WHEREAS, a designated Entertainment District would encourage downtown and waterfront growth, foster community cooperation, and encourage mutually sponsored events among the downtown merchants; and

WHEREAS, the Downtown and Waterfront economic vitality would benefit from the establishment of this Entertainment District; and

WHEREAS, the Clermont Historic Downtown is located along a navigable waterway; Lake Minneola, providing over two miles of waterfront enjoyment; and

WHEREAS, the City of Clermont has determined that the proposed revisions are consistent with the City's Comprehensive Plan and in accordance with protecting the health, safety and welfare of the community;

NOW, THEREFORE, be it resolved and enacted by the City Council of the City of Clermont, Lake County, Florida:

Section 1.

That the City of Clermont Code of Ordinances be amended by creating Article IV of Chapter 54 as follows:

Chapter 54

Article IV: Downtown & Waterfront Entertainment District

Section 54-110 Purpose

The purpose of this Article is to encourage the location of entertainment, retail and restaurant uses within a limited defined area of the City hereafter referred to as the Downtown and Waterfront Entertainment District. The regulations within this Article create an opportunity to offer a variety of amenities to the public in a convenient physical location which will promote pedestrian use with an attendant decrease in vehicular traffic, provide for more efficient and

CITY OF CLERMONT
ORDINANCE No. 2016-33

effective public safety enforcement in a defined area, foster a mutual relationship among downtown merchants and property owners, and encourage private development of entertainment facilities which enhance and complement the use of the public facilities.

Section 54-111 **District Boundaries**

The Downtown and Waterfront Entertainment District shall mean an area depicted in ‘Exhibit A’ of this Ordinance, and generally described as: the eastern boundary being portions of East Avenue, 3rd Street, and 5th Street; southern boundary being portions of Palm Street, Carroll Street, West Desoto Street, and West Minneola Avenue; the western boundary being portions of West Avenue and 12th Street; and the northern boundary being the shore of Lake Minneola. It shall also include those properties directly adjacent to the described district boundaries for the purposes of uses described herein.

Section 54-112 **Outside Consumption in the Entertainment District**

Within the Downtown and Waterfront Entertainment District, the following shall apply:

(a) On-sidewalk Possession/Consumption Hours

On-sidewalk possession/consumption of any alcoholic beverage dispensed or sold by an establishment licensed to sell alcoholic beverages is authorized Sunday through Saturday between the hours of 10am to 11pm. Extended hours for City or City-sponsored events may be granted with prior approval by the City Council, not to exceed Chapter 6 Alcoholic beverages, Section 6-2 Hours of Sale.

(b) On-sidewalk Drink Limit

Any establishment licensed to dispense or sell alcoholic beverages by the drink for consumption on the premises is authorized to dispense an alcoholic beverage in a container for removal from the premises, provided; however, that no establishment shall dispense to any person more than two such alcoholic beverages at a time for removal from the premises, and no person shall remove at one time more than two such alcoholic beverages from the licensed premises.

(c) Location of Outside Open Alcoholic Beverage Containers

1. Alcoholic beverages dispensed or sold for outside consumption must be consumed within the Entertainment District.
2. Sidewalks shall be accessible in accordance with City Codes and the Americans with Disabilities Act (ADA). Patrons and building owners or tenants shall not block the sidewalk, in accordance with Chapter 122, Division 12, CBD Central Business District, Section 122-243, Permitted Uses, (d) Sidewalk Use.

CITY OF CLERMONT
ORDINANCE No. 2016-33

3. During a City approved event when streets are closed, alcoholic beverages in open containers may continue to be consumed away from the dispensing establishment.

(c) Size Limited to 20 Fluid Ounces

No person shall hold in possession on the streets and sidewalks, in parks and squares, or in other public places within the defined Downtown and Waterfront Entertainment District, any open alcoholic beverage container which exceeds 20 fluid ounces in size, and which is not in a container as approved by the City Manager or his designee.

(d) Drinking from a Bottle or Glass Container is Prohibited

It shall be unlawful for any person to drink any alcoholic beverage from a bottle or glass container, or to possess in an open bottle or glass container any alcoholic beverage on the streets, sidewalks, rights-of-way, and parking lots; whether public or private, except as authorized and approved as outdoor dining.

- (e) Special Event permits shall be required for activities in the Downtown & Waterfront Entertainment District as required and approved by the City. Open container use may be approved separately for those events which may, or may not require containers as approved by the City Manager or his designee.

Section 54-113 **Hours for Music and Entertainment.**

Music, singing and other forms of entertainment, whether amplified or not, shall be permitted indoors at any time during business hours of any facility or business enterprise within the district, however, such outdoor music, singing and entertainment shall be in compliance with Chapter 34, Environment, Article II Noise, and Article III Nuisances.

Section 54-114 **Games, Sporting Events and Entertainment**

Games, sporting events, artistic performances, farmer's markets and other such forms of organized entertainment and community events are encouraged and allowed within the Downtown and Waterfront Entertainment District, subject to compliance with all applicable health and safety regulations and approved through the permitting process.

Section 54-115 **Temporary Street Closures**

Authorized temporary street closures in the district area will be limited to City events, City sponsored events, or City approved events, as authorized by the City Council or the City Manager.

CITY OF CLERMONT
ORDINANCE No. 2016-33

Section 2.

That the City of Clermont Code of Ordinances, Chapter 6, Section 6-3 Drinking in Public, be amended as follows:

Chapter 6

Alcoholic Beverages

Section 6-3. - Consumption or Possession Upon Public Property; Penalty

(a) Generally

It shall be unlawful for any person to consume any alcoholic beverage, including beer and wine, upon any City owned parks and beaches, City property or street, alley or sidewalk of the City, except as provided for in Article IV, Downtown & Waterfront Entertainment District. This Section 6-3 (a) shall not apply to any City owned property which is subject to a management contract, or sidewalk cafés. For those properties, alcohol consumption shall be governed by rules established jointly by the managing entity and the City Manager. Further, this Section shall not apply to those portions of the above named properties included within the boundaries established by the City Council for a special event for which permission to consume alcoholic beverages is given in conjunction with the permission for the event. In addition, the City Council shall have the right to limit the type of alcoholic beverage to be consumed when granting any such permit.

(b) Carrying Open Containers

It shall be unlawful for any person to carry an opened bottle, can, or other container containing an alcoholic beverage; including beer and wine, upon any City parks, City beaches, City property or street, alley or sidewalk of the City, except as provided for in Article IV, Downtown & Waterfront Entertainment District as described in Section 6-3 (c).; ~~provided that this Subsection shall not apply to the interior of any vehicle driven upon the ways or property of the City.~~ Further, this Section (b) shall not apply to those portions of the above named properties included within the boundaries established by the City Council for a special event for which permission to carry open containers of alcoholic beverages is given in conjunction with the permission for the event, or sidewalk cafés. In addition, the City Council shall have the right to limit the type of alcoholic beverage to be consumed when granting any such permit. In no event will consumption occur directly from glass containers.

CITY OF CLERMONT
ORDINANCE No. 2016-33

(c) Downtown and Waterfront Entertainment District

Open containers for alcoholic beverages may be permitted within the Downtown and Waterfront Entertainment District as described in Chapter 54, Article IV: Downtown and Waterfront Entertainment District of this Code.

(d) ~~(e)~~Permits; Procedure.

Notwithstanding Subsections (a) and (b) of this Section, permits for the consumption of alcoholic beverages in parks and recreation areas may be obtained by application to the City Manager or the City Manager's designee in accordance with the following procedure:

(1) A person seeking issuance of a permit shall file an application stating the following:

- a. The name, address and age of the applicant.
- b. The name and address of the person or association sponsoring the activity, if any.
- c. The day and hours for which the permit is desired.
- d. The park or portion thereof for which the permit is desired.
- e. Any other information reasonably necessary to a determination as to whether a permit should be issued.
- f. Variances required from park rules.

(2) A use permit shall issue if the City Manager determines:

- a. The proposed activity or use of the park will not unreasonably interfere with or detract from the general public's enjoyment of the park.
- b. The proposed activity and use will not unreasonably interfere with or detract from the promotion of public health, welfare, safety and recreation.
- c. The proposed activity or uses that are reasonably anticipated will not include violence, crime or disorderly conduct.

CITY OF CLERMONT
ORDINANCE No. 2016-33

- d. The proposed activity will not entail extraordinary or burdensome expense or police operation by the City.
- e. The facilities desired have not been reserved for other use on the date and hour requested in the application.

(e) ~~(d)~~ Appeal

Within ten days after the receipt of an application the City Manager shall inform an applicant in writing of the City Manager's decision to grant or deny a permit. For denial, the notification shall include the reason for the denial. Any person denied a permit shall have the right to appeal to the City Council by serving written notice thereof on the City Clerk within five working days of such refusal. A copy of the notice of appeal, the application, and the reasons for the City Manager's refusal shall immediately be forwarded by the City Clerk to the City Council.

- (f) ~~(e)~~ The City Council shall rule on the appeal within ten days from the receipt of the appeal by the City Clerk or at its first meeting after the appeal; whichever is later. The decision of the City Council shall be final. The appeal to the City Council shall be de novo.

(g) ~~(f)~~ Compliance with Park Rules

A permittee shall be bound by all park rules and all applicable ordinances fully as though such were inserted in such permits.

(h) ~~(g)~~ Insurance Requirements

An applicant for a permit shall be required to submit evidence of liability insurance in the amount of \$1,000,000.00 covering injuries to members of the general public arising out of such permitted activities.

(i) (h) Revocation

The City Council shall have the authority to revoke a permit upon a finding of violation of any rule or ordinance or upon good cause shown.

(j) ~~(i)~~ Penalties

A violation of this section shall constitute a second degree misdemeanor and shall be punishable in accordance with state statutes prescribing punishment for a second degree misdemeanor as of the date of the infraction.

CITY OF CLERMONT
ORDINANCE No. 2016-33

SECTION 3 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 4 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 5 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 6 Effective Date

This Ordinance shall be effective on November 1, 2016.

CITY OF CLERMONT
ORDINANCE No. 2016-33

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of August, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE No. 2016-33

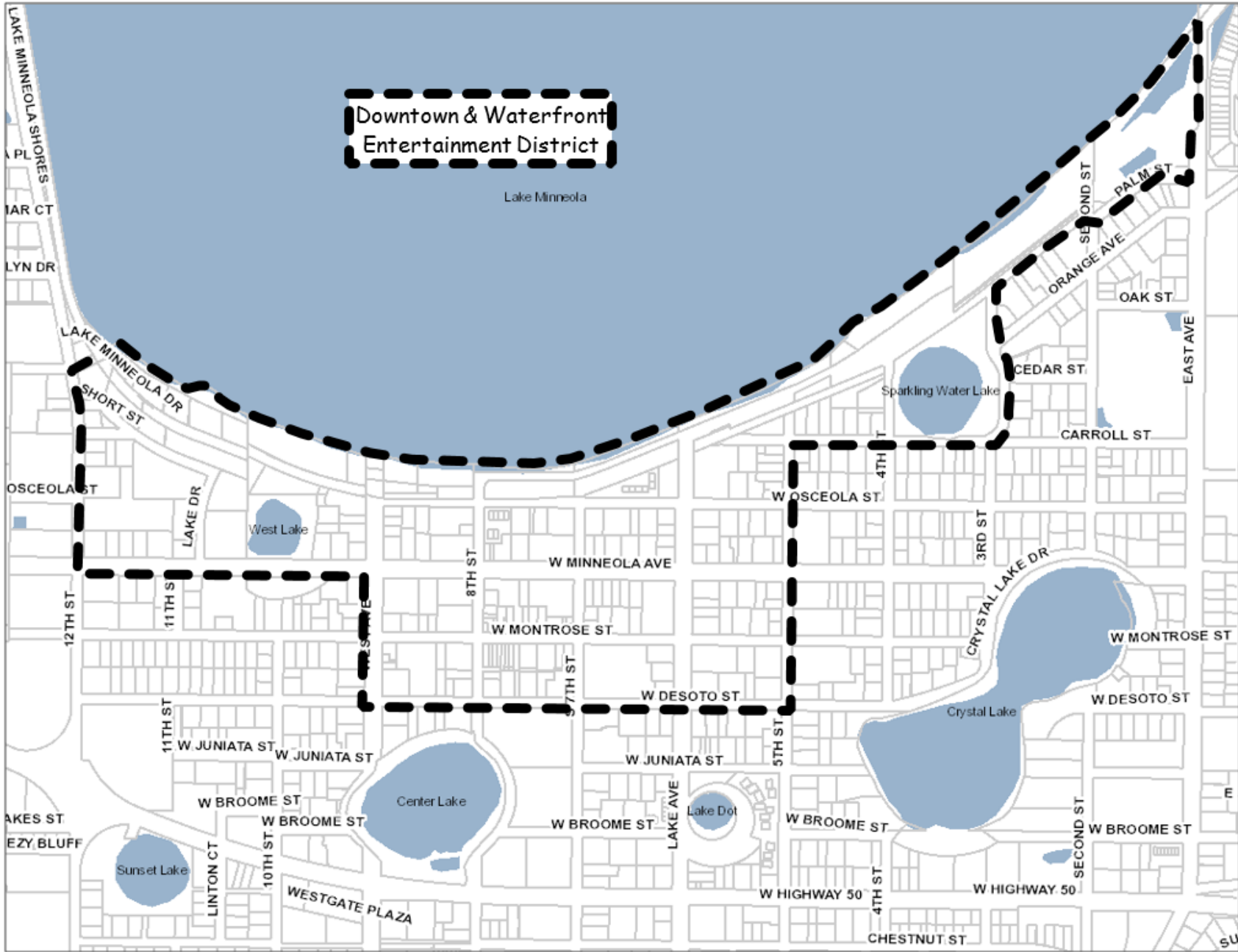


Exhibit "A"

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 6

4. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend Chapter 98 Parking and Vehicular Use Areas to allow city on-street 8' x 22" parallel parking spaces.

CRA/Mobility Director Hitt presented Ordinance 2016-31.

Carol McDaniel, 14424 S. Grand Highway, stated that as the roads get smaller, business owners who driver larger vehicles and pull trailers will have issues with the smaller lanes and parking spaces.

Commissioner Whitehead moved to recommend approval of the code change; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

5. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend the Code of Ordinances to create a Downtown and Waterfront Entertainment District section.

CRA/Mobility Director Jim Hitt presented Ordinance 2016-33.

Robin Livesay, 14320 S. Grand Highway, stated that she likes the idea, however she used to go to the events but downtown is so crowded now. She stated that you have to park so far away in order to attend these events.

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

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To allow for a text amendment to the Future Land Use Element to add language regarding Planned Unit Development zoning.

Senior Planner Kruse presented the staff report as follows:

In September 2015, the City Council voted to adopt a new zoning designation, Planned Unit Development (PUD). Previously, projects would apply for a Conditional Use Permit for a Planned Unit Development. This process caused some confusion and challenges, particularly when annexing properties under the Interlocal Service Boundary Agreement (ISBA) that had a PUD zoning in place from Lake County. After making this change to the Land Development Code, it became apparent afterwards that there were four places in the Future Land Use Element that were inconsistent with this code change. The language in the Future Land Use Element stated that when projects had densities higher than eight units per acre, a CUP was required. There was no mention of the new PUD zoning designation, which would permit densities higher

LEGAL NOTICE

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

ORDINANCE NO. 2016-33

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54 STREETS, SIDEWALKS, AND OTHER PUBLIC PLACES; CREATING ARTICLE IV, DOWNTOWN AND WATERFRONT ENTERTAINMENT DISTRICT; AMENDING CHAPTER 6, ALCOHOLIC BEVERAGES; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, August 23, 2016 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 26 and August 9, 2015



CITY OF CLERMONT

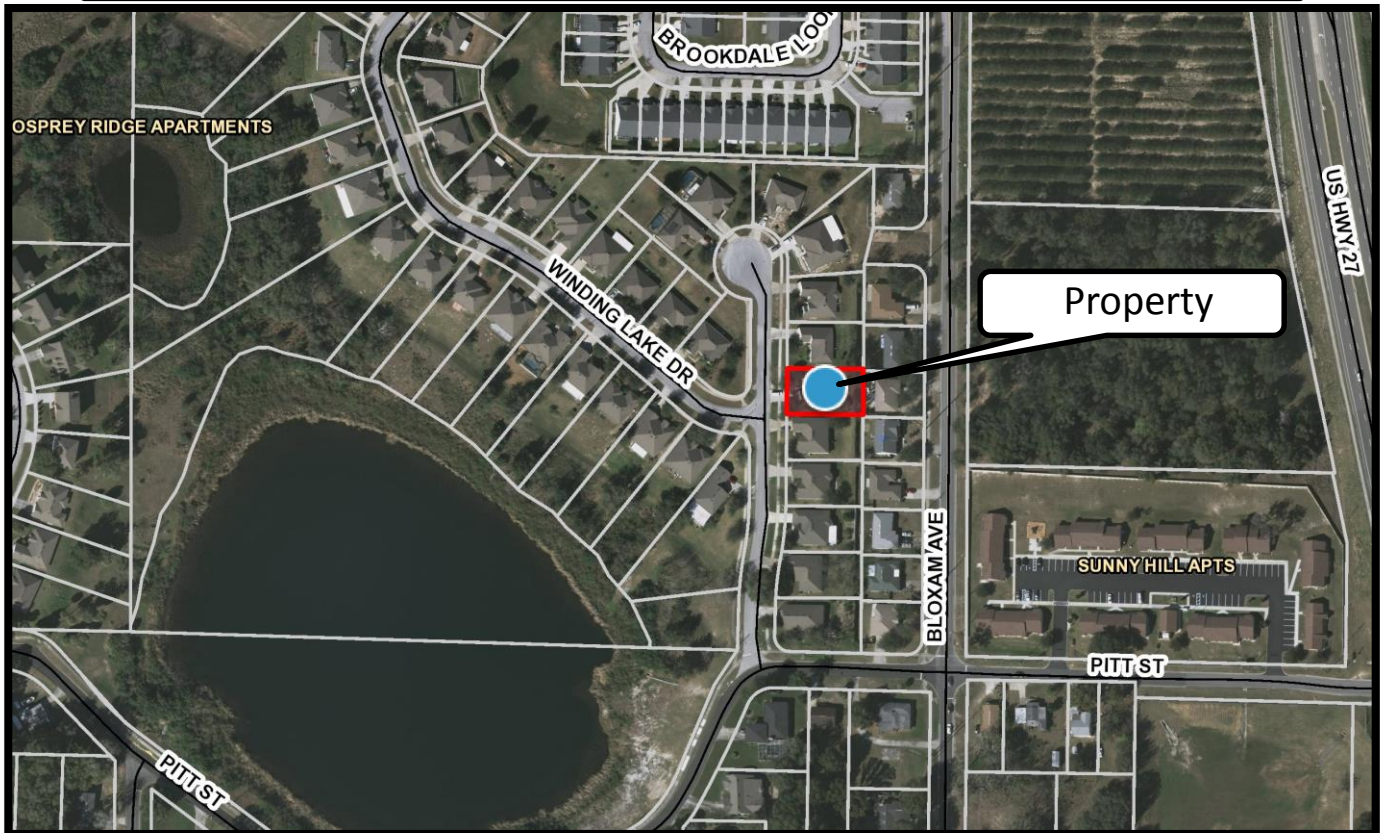
AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, August 23, 2016	
Agenda Item Name	
Variance Request <i>Marte</i>	
Requested Action	
Recommend denial of the variance requests.	
Staff Report	
The owner is requesting the following variances: (1) A rear yard setback of 23 feet instead of 25 feet as required by the Land Development Code (LDC), Section 122-125 (2) To allow placement of a storage shed less than 150 square feet in size in the side yard instead of the rear yard as required by the LDC, Section 122-342. The property owner would like to construct a screened patio with a solid roof in the rear portion of the property. The property is located in the East Lake Estates subdivision, which is zoned R-1 Single Family. The rear-yard setback is 25 feet from the rear property line. The home is 35 feet from the rear property line, thus giving the owner 10 feet to construct the screened room with the solid roof. An existing 10 x 14 foot concrete patio slab exists. The applicant is requesting a 23-foot rear-yard setback to accommodate a new structure, which is 12 feet deep by 40 feet wide. If the proposed structure had a screened roof and not a solid roof, the applicant would not have to seek a variance. The property owner is also requesting placement of a small storage shed in the side yard. With the proposed screened patio and the upward elevation change toward the rear portion of the lot, it makes putting a small shed in the rear yard very difficult. The impervious surface ratio (ISR), with the proposed structures included, is 38 percent for the lot. The maximum ISR is 55 percent. The East Lake Estates HOA has issued a notice of approval for the screen enclosure that was part of the application. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Map and Exhibits	Marte Variance Map Exhibits.pdf	
2.	Application	Application.pdf	
3.	Review Criteria	Marte Review Criteria.docx	
4.	Legal ad	VAR Legal AD Marte 479 Shady Creek Ln.docx	

Marta – 479 Shady Creek Lane- Variance



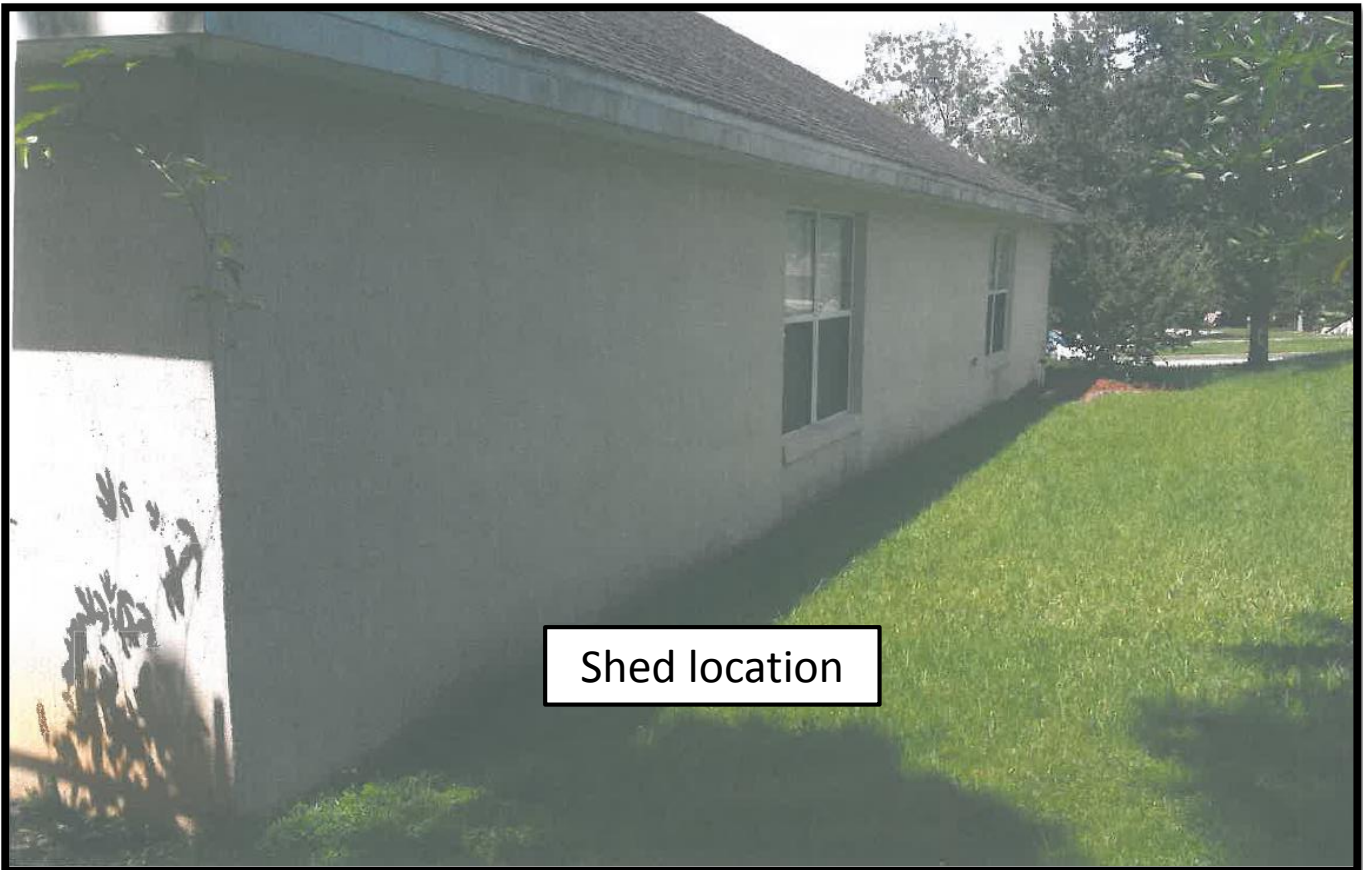
Variance:

- # 1: to allow for a rear yard setback of 23 feet – rather than a 25 feet setback
- # 2: to allow for a storage shed to be placed in the side yard instead of the rear yard

Marta – 479 Shady Creek Lane- Variance

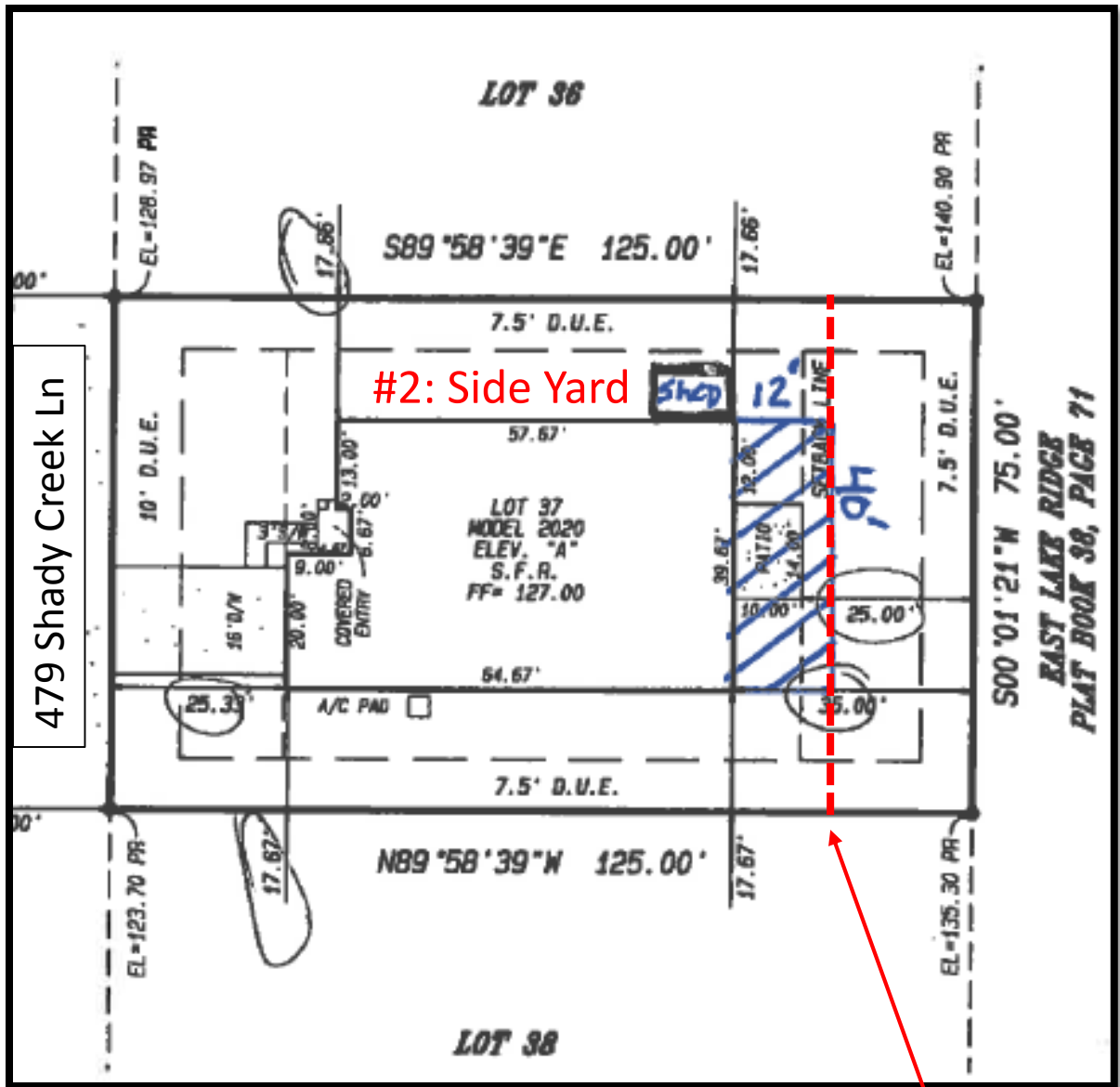


Area of proposed enclosed patio



Shed location

Marta – 479 Shady Creek Lane- Variance



1: 23' Setback

Variance:

- # 1: to allow for a rear yard setback of 23 feet – rather than a 25 feet setback
- # 2: to allow for a storage shed to be placed in the side yard instead of the rear yard



CITY OF CLERMONT
VARIANCE
Application

DATE: 7/28/16

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Jose Marte

CONTACT PERSON: Jose Marte

Address: 479 Shady Creek Ln

City: Clermont State: FL Zip: 34711

Phone: 352-217-7590 Fax: _____

E-Mail: Josea.marte@hotmail.com

OWNER: Jose Marte and Christina Plasencia

Address: Same as above

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 479 Shady Creek Ln, Clermont, FL 34711

General Location: _____

Legal Description (include copy of survey): AK 3817775

Land Use (City verification required): Low Density Residential

Zoning (City verification required): R-1 Single Family Med.



CITY OF CLERMONT
VARIANCE
Application
Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
122-125 YARDS

What are you proposing to do that would require a variance and why? we would like a 12x40 enclosed Patio. A 10x40 was approved.

How does the Code create a hardship? _____

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

Variance requested – subject and code section: 122-125 YARDS

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;

House is Deeper than most homes

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

N/A



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;

Other porches have been constructed in the community

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

Adding value to home.

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

Yes, the 12 x 40 screened room allows reasonable use of land and proposed 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;

Similar variances have been granted in the past.

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

NO, it will add value and other homes have the screen room.



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.

Other homes have similar screened rooms

Jose Marte
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Jose Marte / Christina Pasencia
Owner Name (print)

x [Signature]
Owner Name (signature)

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

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

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



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)

PROPERTY RECORD CARD

General Information

Owner Name:	MARTE JOSE & CHRISTINA	Alternate Key:	3817775
Mailing Address:	479 SHADY CREEK LN CLERMONT, FL 34711 Update Mailing Address ⓘ	Parcel Number:	19-22-26-040000003700
		Millage Group and City:	000C (CLERMONT)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	479 SHADY CREEK LN CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, EAST LAKE ESTATES PHASE I SUB LOT 37 PB 49 PG 47-48 ORB 2868 PG 1883		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SFR DRY LOT (0100)	0	0		1	LT		\$0.00	\$28,800.00

Residential Building(s)

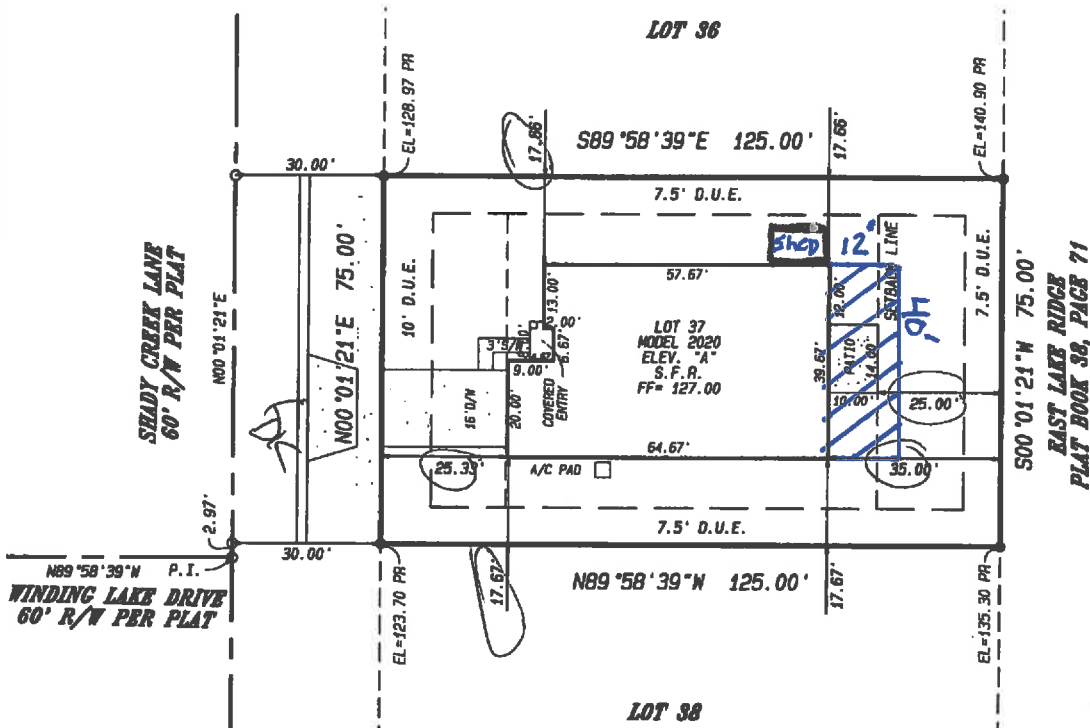
Building 001

Residential	Single Family	Building Value: \$112,934.00					
Summary							
Year Built: 2005		Total Living Area: 2026		Central A/C: Yes		Attached Garage: Yes	
Bedrooms: 3		Full Bathrooms: 2		Half Bathrooms: 0		Fireplaces: 0	
Incorrect Bedroom, Bath, or other information? Click here to Update My Information.							
Section(s)							
Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished Color
1	FINISHED LIVING AREA (FLA)	Stucco/Brick (003)	1	2026	N	0%	0%
2	GARAGE (GCF)	Stucco/Brick (003)	1	420	N	0%	0%
	OPEN PORCH	No Wall					

AK 3817775

SKETCH OF DESCRIPTION "NOT A FIELD SURVEY"

LOT 37, EAST LAKE ESTATE PHASE I, ACCORDING TO THE PLAT
THEREOF, AS RECORDED IN PLAT BOOK 49, PAGES 47 - 48
OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.



CITY OF CLERMONT

AUG 24 2004

SURVEY NOTES:

- SETBACK REQUIREMENTS ARE AS FOLLOWS:
FRONT-25.00'
SIDES-7.50'
REAR-25.00'
CORNER LOT-25.00'
- ELEVATIONS SHOWN HEREON ARE BASED
ON LAKE COUNTY DATUM, NSVD 1929.
- BEARINGS SHOWN HEREON ARE BASED ON THE
CENTERLINE OF SHADY CREEK LANE BEING
N 00°02'21" E.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED
FOR EASEMENTS, RIGHT-OF-WAYS, OR ADJOINERS
OF RECORD.
- UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER
STRUCTURES WERE NOT LOCATED BY THIS SURVEY.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT
AGENCY FIRM MAP NO. 12069C 0565 D, EFFECTIVE
07/03/02, THE PROPERTY DESCRIBED HEREON
APPEARS TO LIE IN ZONE "X".

PROPERTY ADDRESS: 479 SHADY CREEK LANE

I HEREBY CERTIFY THAT THE SKETCH OF DESCRIPTION
SHOWN HEREON IS IN ACCORDANCE WITH THE TECHNICAL
STANDARDS AS SET FORTH BY THE BOARD OF
PROFESSIONAL LAND SURVEYORS IN CHAPTER 61617-8,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
472.027, FLORIDA STATUTES.

WILLIAM C. HART NO. 3904
JAMES T. WATSON NO. 6151

FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT
VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SCALE 1" = 30'

LOT AREA 9,375 SQ. FT.
LIVING/GARAGE 2,414 SQ. FT.
OUTSIDE CONC. 631 SQ. FT.
SOD AREA 6,330 SQ. FT.

FCM - FOUND CONCRETE MONUMENT
F.I.R.C. - FOUND IRON ROD AND CAP
F.I.R. - FOUND IRON ROD
S.I.R. - SET IRON ROD
S.I.R.C. - SET IRON ROD AND CAP
F.N&D - FOUND NAIL AND DISK
(N) - FIELD MEASUREMENT
(C) - CALCULATED MEASUREMENT

C.M. - CONCRETE MONUMENT
P.T. - POINT OF TANGENCY
P.C. - POINT OF CURVATURE
U.E. - UTILITY EASEMENT
D.E. - DRAINAGE EASEMENT
C & G - CURB & GUTTER
R.O.W. - RIGHT OF WAY
C.L. - CENTERLINE

A - DELTA OR CENTRAL ANGLE
P.I. - POINT OF INTERSECTION
A/C - AIR CONDITIONING UNIT
R - RADIUS
A - ARC LENGTH
N.T.S. - NOT TO SCALE
PR - PROPOSED
P.U.E. - PRIVATE UTILITY EASEMENT

FEH - FENCE
CLR - CLEAR
FND - FOUND
PLAT - PLAT
EL - ELEVATION
CONC. - CONCRETE
EENT - EASEMENT
COR - CORNER

PREPARATION DATE

PLOT PLAN 8/18/04

FRANKLIN, HART & REID

CIVIL ENGINEERS - LAND SURVEYORS

1368 EAST VINE STREET, KISSIMEE, FL 34744
PHONE 846-1216 FAX 846-0037
CERTIFICATE NO. LB 6605

PROJECT INFORMATION

JOB NO. 62723

DRAWN BY: GP

REVIEWED BY:



July 25, 2016

910010
Jose Marie
479 Shady Creek Lane
Clermont, FL 34711

Re: ARB Application for 479 Shady Creek Lane

Dear Homeowner:

This letter is being written on behalf and at the direction of the Board of Directors for the East Lake Estates of Lake County Homeowners Association, Inc.

The Board of Directors has approved your application, as submitted, to install screen enclosure.

If you have any questions at all, please feel free in contacting me at: East Lake Estates of Lake County Homeowners Association, Inc., c/o Sentry Management, 1645 E. Hwy 50, Ste. 201, Clermont, FL 34711, or 352-243-4595.

Sincerely,

A handwritten signature in black ink, appearing to read "Debra Wells".

Debra Wells, LCAM
Community Association Manager





August 1, 2016

Dear City of Clermont,

I would like to request a variance to allow for a 12 x 40 enclosed patio on the back of my home located at 479 Shady Creek Lane. This would allow my family to enjoy the outdoors. I am requesting a 2 feet variance into the setback. My back yard is below the neighbor and it would not be seen.

I would also like to request a variance to allow the placement of a shed less than 150 square feet in size on the side of my house. Due to the back yard going up in elevation, it would be difficult for me to place the shed in the back yard.

Thank you,
Jose Marte
479 Shady Creek Lane
Clermont, FL 34711

Marte – 479 Shady Creek Lane Variances

The requirements for a variance are as follows:

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

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: *The house is deeper than most homes.*

Staff comments: *With the addition of a screened patio with a solid roof, the required setback is greater than with a screened patio with a screen roof. Since the applicant is proposing a solid roof, the proposed screened patio would be subject to the same setback to other lots in the same zoning district. The sloping of the back yard is a challenge that is peculiar to this lot.*

Negative finding

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

Applicant response: *N/A*

Staff comments: *The owner does have an interest in the property and is requesting the variances.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: *Other porches have been constructed in the community.*

Staff comments: *The owner is not prohibited from constructing a screened patio with a screened roof. The owner desires one with a solid roof, which requires the 25-foot setback. The shed placement in the back yard with the slope going upward is a challenge that other properties may not have to encounter.*

Negative finding

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

Applicant response: *Adding value to home.*

Staff comments: *No evidence of decreased costs due to the variance request.*

Positive finding

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

Applicant response: Yes, the 12 x 40 screened room allows reasonable use of the land and proposed structure.

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the proposed screened room and the shed.

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: Similar variances have been granted in the past.

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: No, it will add value and other homes have the screen room.

Staff comments: The proposed variances do not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: Other homes have similar screened rooms.

Staff comments: Staff feels that granting the variances will not be injurious to the surrounding properties or detrimental to the public welfare.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for a rear yard setback of 23 feet instead of 25 feet as required by the Land Development Code, Section 122-125 – Yards and (2) allow placement of a storage shed less than 150 square feet in size to be placed in the side yard area instead of the rear yard as required by the Land Development Code, Section 122-342 Special Setbacks at the following location:

LOCATION:

479 Shady Creek Lane
East Lake Estates
(Alt. Key 3817775)

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, August 23, 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
August 16, 2016



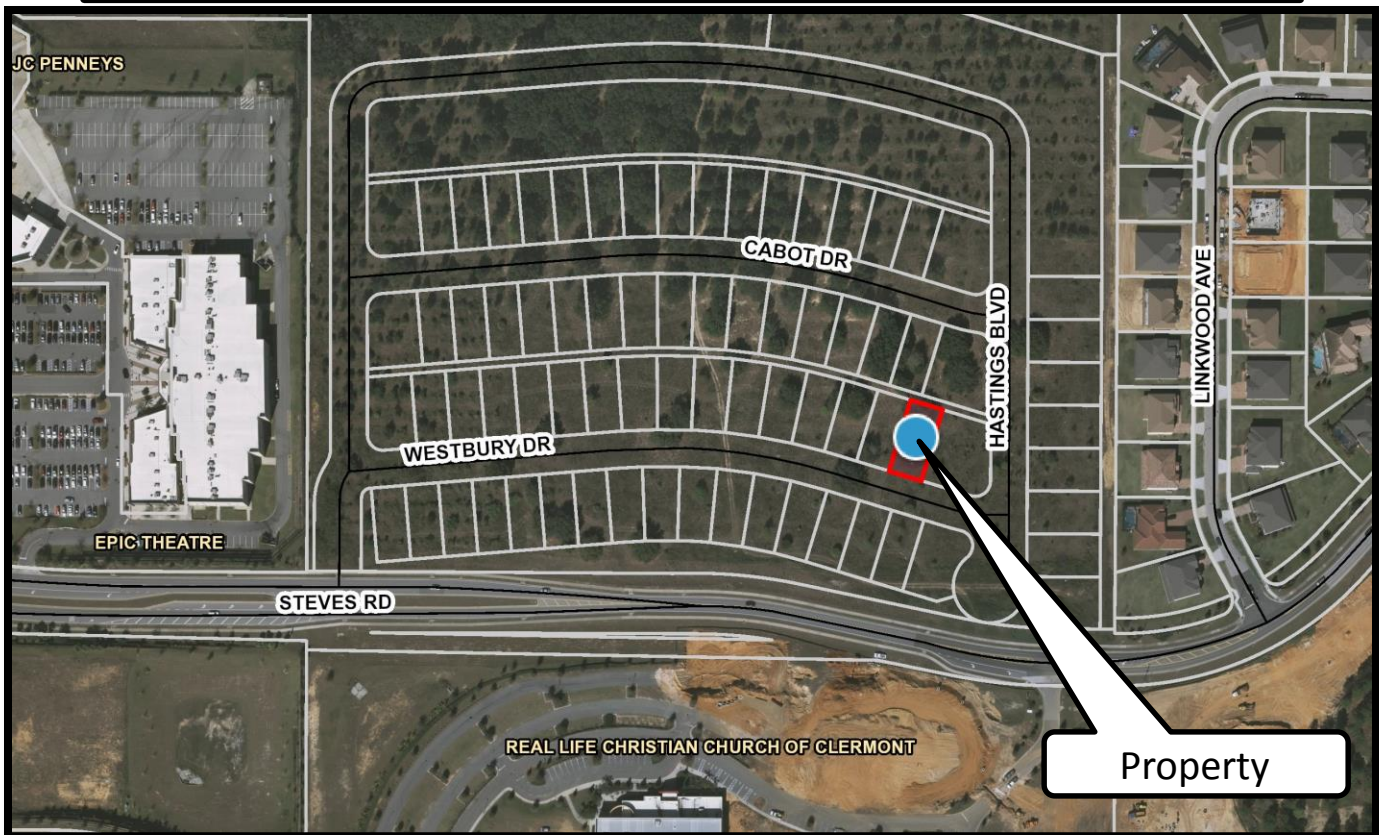
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

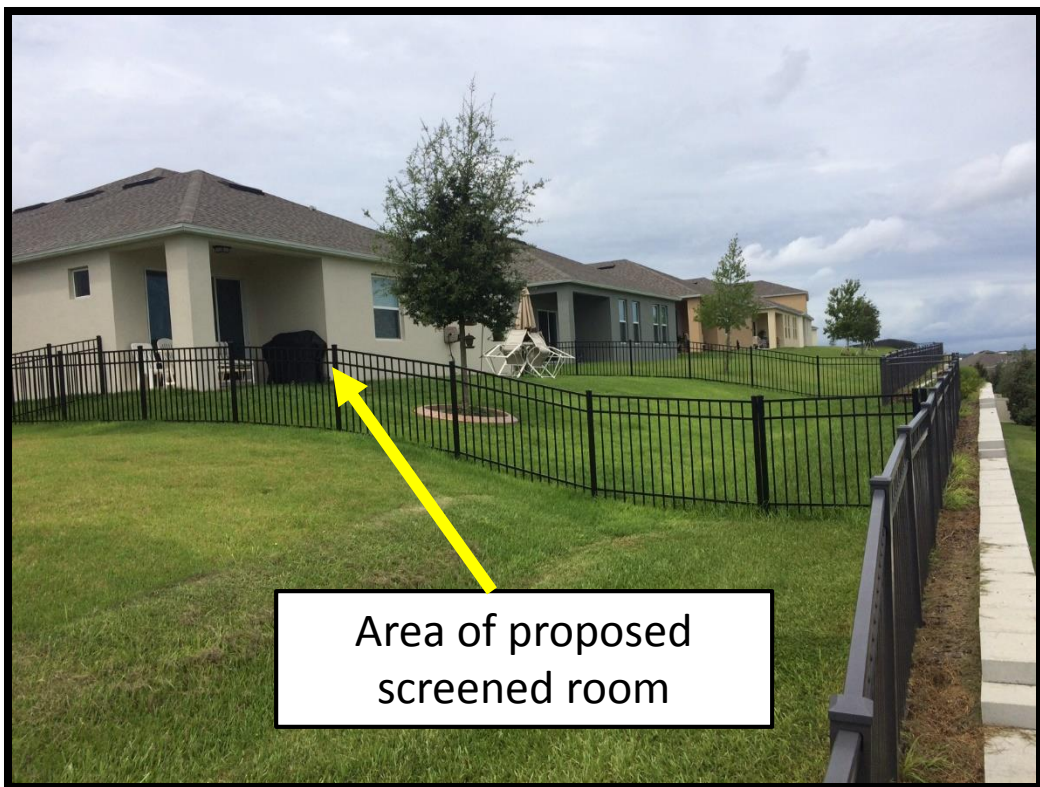
Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Variance Request <i>Taylor</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
The owner is requesting a variance for a rear-yard setback of 20 feet instead of 25 feet as required by the Land Development Code (LDC), Section 122-85. The property owner would like to construct a screened room with a solid roof in the rear portion of the property. The property is located in the Harvest Landing subdivision, which has a conditional use permit for a planned unit development with underlying zoning of Urban Estate. The rear-yard setback is 25 feet from the property line. The home is 30 feet from the rear property line, thus giving the owner 5 feet to construct the screened room with the solid roof. The applicant is requesting a 20-foot rear-yard setback to accommodate the new structure, which is 10 feet deep by 23 feet wide. If the proposed structure had a screened roof and not a solid roof, the applicant would not have to seek a variance. The impervious surface ratio (ISR), with the proposed structure included, is at 50 percent for the lot. The Harvest Landing HOA has issued a notice of approval for the screen enclosure that was part of the application. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Map and Exhibits	Taylor Variance Location Updated.pdf	
2. Site Plan	Site plan.pdf	
3. Review criteria	Review Criteria.docx	
4. Application	VAR application.pdf	
5. Legal Ad	VAR Legal AD Taylor 1462 Westbury.docx	

Taylor – 1462 Westbury Drive - Variance



Variance:

1: to allow for a rear yard setback of 20 feet – rather than a 25 feet setback



Taylor – 1462 Westbury Drive - Variance

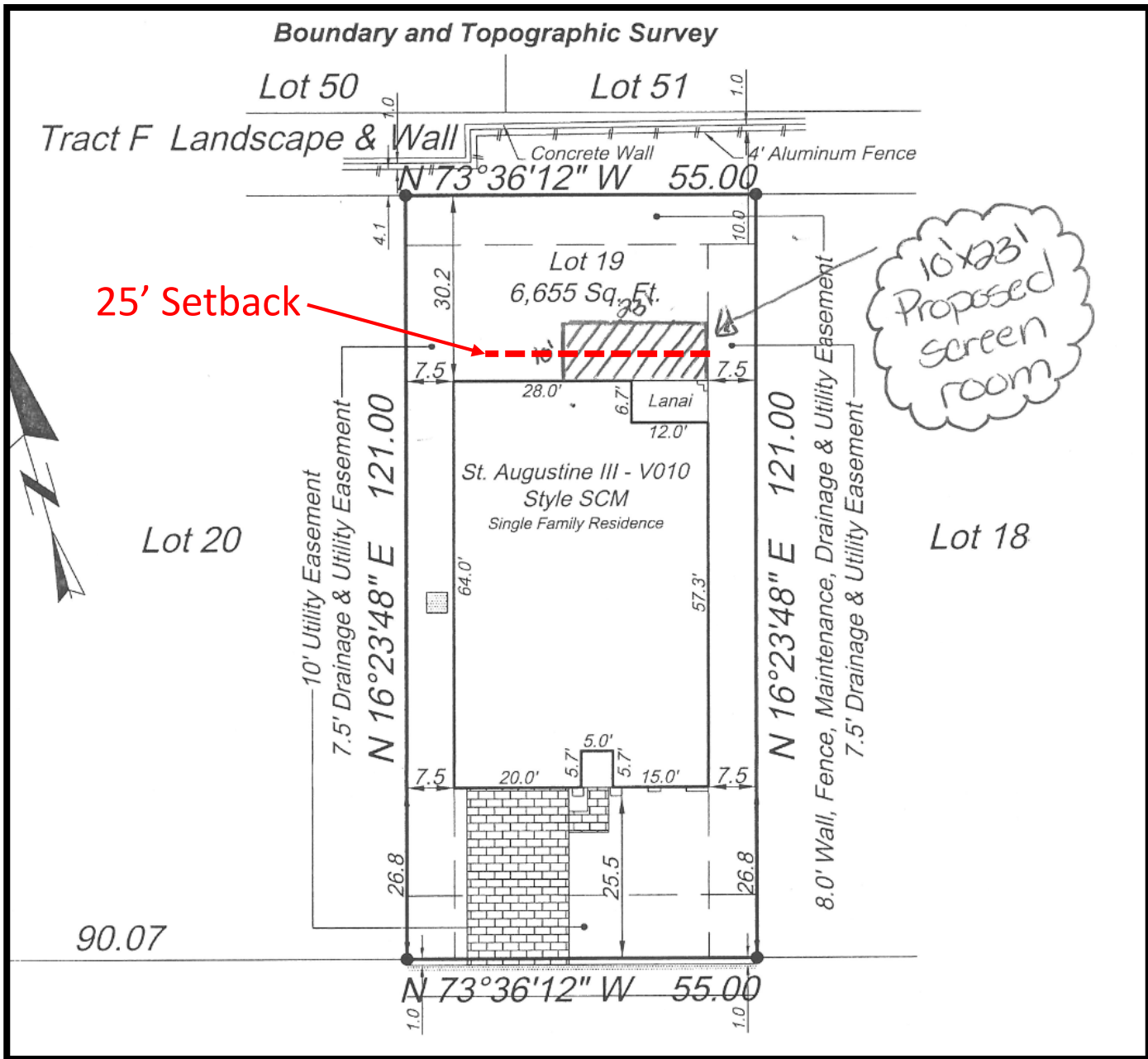


Area of proposed screened room viewed from side street



View behind house

Taylor – 1462 Westbury Drive - Variance



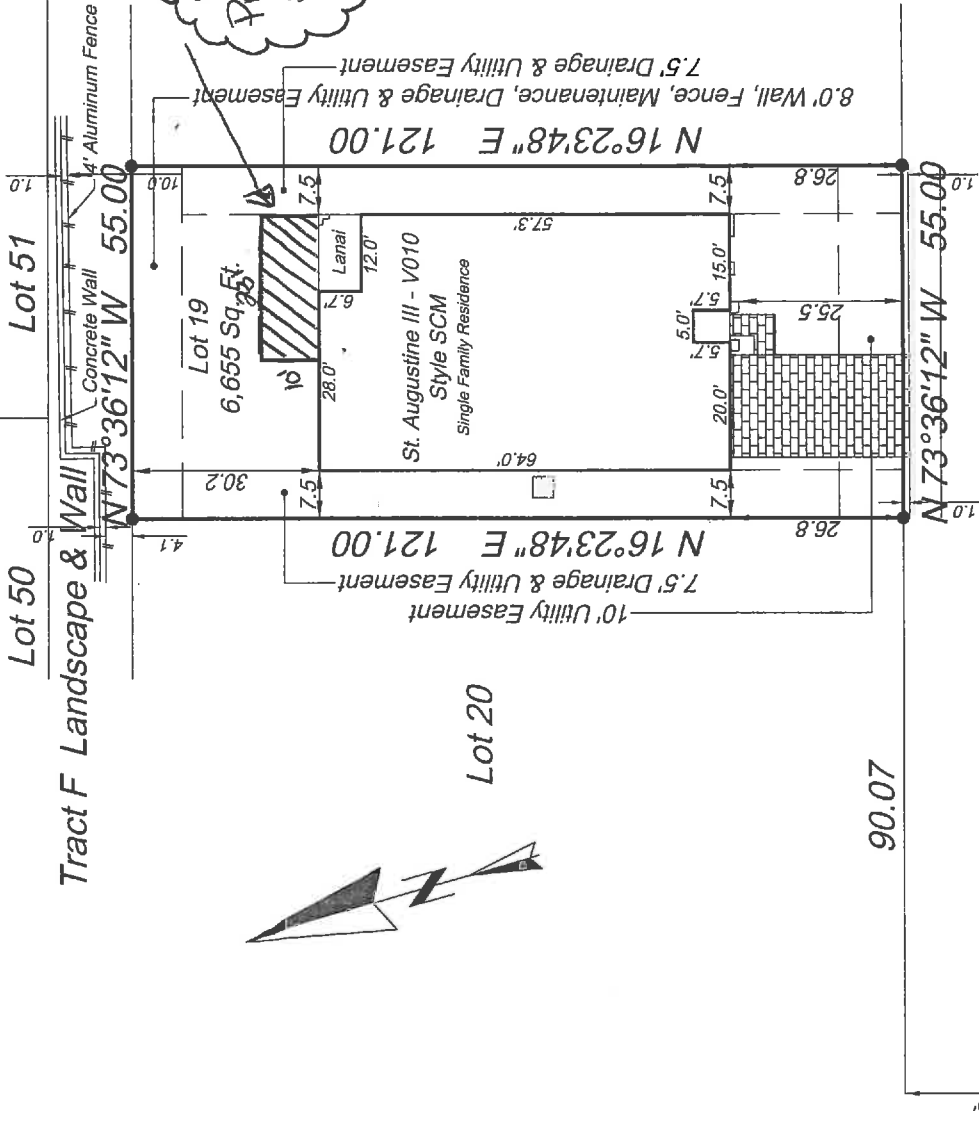
Herx & Associates Inc.

Land Surveyors

769 Douglas Avenue, Altamonte Springs, Florida. 32714 (407)788-8808

Member of the National Society of Professional Surveyors

Boundary and Topographic Survey



LEGAL DESCRIPTION

Lot 19, "HARVEST LANDING"

according to the plat thereof as recorded in plat book 66 at page(s) 27 - 30 of the public records of Lake County, Florida.

FLOOD HAZARD DATA: The parcel shown hereon lies within flood zone "X" according to the Flood Insurance Rate Map community panel number 120133 0590E dated 12-18-2012.

Flood Zone determination was performed by graphic plotting onto Flood Insurance Rate Maps prepared by FEMA. There has been no field surveying performed by this firm to determine this flood zone. This is the professional opinion of Herx & Associates, Inc. The lender (if any) makes the final determination as to the requirement of Flood Insurance or not. We assume no responsibility for actual flooding conditions.

General Notes:

1. This is a BOUNDARY Survey performed in the field on 10-12-16
2. No aerial, surface or subsurface utility installations, underground improvements or subsurface/aerial encroachments, if any, were located.
3. Building ties shown are to the exterior unfinished foundation surface or formboard.
4. Elevations shown hereon, if any, are assumed, unless otherwise noted and are shown only to depict the proposed or actual difference in elevation relative to the assumed temporary or other Bench mark(s) shown hereon.
5. The parcel shown hereon is subject to all easements, reservations, restrictions, and Rights-of-way of record whether depicted or not on this document. No search of the Public Records has been made by this office.
6. The legal description shown hereon is as furnished by client.
7. Platted and measured distances and directions are the same unless otherwise noted. Copies of this Survey may be made for the original transaction only.
 - Denotes 1/2" iron rod with plastic cap marked LB4937, or 1/4" iron rod with red plastic cap marked "Witness Corner", unless otherwise noted.
 - Denotes P.C.P. (Permanent control point)
 - Denotes Permanent Reference Monument
 - © 2015 Herx & Associates Inc. All rights reserved

Certification: Not valid without electronic signature/seal or the signature and original raised seal of a Florida Licensed Surveyor and Mapper. This survey plat meets the requirements of the Standards of Practice as contained in Chapter 53-17 Florida Administrative Code.

William A. Herx
William A. Herx, P.L.S., Florida Registered Land Surveyor No. 3182
Dorae L. Przemieniecki, P.S.M., Registered Surveyor and Mapper No. 6030
Herx & Associates Inc., State of Florida LB 4937

Certified To:
Beazer Homes Corporation
First American Title Insurance Company
John K. Taylor
Josephine M. Taylor
Equity Prime

Drawn by: CM
Checked by: DP
Prepared for: Beazer Homes
Job Number: 13-011-04
Scale: 1" = 30'

Plot Plan Performed: 11-07-14
Formboard Survey: 12-23-14
Final Survey: 02-26-15
Update Survey: 10-12-15

S 73°36'12" E 213.11
C/L Westbury Drive (60' R/W)
Tract H Access, Utility & Drainage

City of Clermont

SETBACKS: (Per Engineering plans)

Front : 25' Side : 7.5'

Rear : 30'

BEARING BASE: Bearings shown hereon are referenced to the North boundary of the recorded plat of Preserve at Harvest Landing as being S 88°54'04"E.

Legend

⊕	Temporary Bench mark	O/S	Official Records Book
⊙	Back of sidewalk	O.R.B.	Plat Book
C/L	Centerline	PB	Point of Curvature
Δ	Central or (Delta) Angle	P.C.	Point of Compound Curvature
CALC	Calculated	P.C.P.	Permanent Control Point
CB	Chord Bearing	PG	Page
CD	Chord	PM	Permanent Reference Monument
C.M.	Concrete Monument	PL	Property Line
EL or ELEV	Elevation (Proposed)	P.O.B.	Point of Beginning
FINAL EL	Elevation (Measured)	P.O.C.	Point of Commencement
FD	Found	P.I.	Point of Intersection
Fin. Fl. Elev.	Finished Floor Elevation	PRC	Point of Reverse Curvature
I.P.	Iron Pipe	PT	Point of Tangency
I.R.	Iron Rod	R	Radius
L	Arc Length	RAD	Radial Line
LB	Licensed Business	RES	Residence
LS	Land Surveyor	R/W	Right-of-Way
Mea	Measured	TBM	Temporary Bench mark
ND(N&D)	Nail and Disk	TYP	Typical
N.R.	Not Radial	-1/-1-	Fence symbol (see drawing)

1462 Westbury Drive 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: *Yes, the solid roof structure requires the variance.*

Staff comments: *With the addition of a screened room with a solid roof, the required setback is greater than with a screened patio with a screen roof. Since the applicant is proposing a solid roof, the proposed screened room would be subject to the same setback to other lots in the same zoning district.*

Negative finding

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

Applicant response: *N/A*

Staff comments: *The owner does have an interest in the property and is requesting the variance for the screened room.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: *The screened patio without the solid roof would be permitted, but with the solid roof, it is not.*

Staff comments: *The owner is not prohibited from constructing a screened patio with a screened roof. The owner desires one with a solid roof, which requires the 25-foot setback.*

Negative finding

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

Applicant response: *The owner is investing in a screened room.*

Staff comments: *No evidence of decreased costs due to the variance request.*

Positive finding

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

Applicant response: Yes, a 5-foot screened room is almost unusable but a 10 foot is the minimum usable size.

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the proposed screened room.

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: Similar variance has been granted in the past.

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: No, it won't lower value, if anything, it will add property value.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: The HOA has tentatively approved it.

Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 7-18-2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Taylor Variance

APPLICANT: Silver Star Construction, Inc.

CONTACT PERSON: Mia P VanDenBogaert

Address: 9014 Florida Bays Ranch Rd

City: Clermont State: Florida Zip: 34711

Phone: 352-516-3761 Fax: _____

E-Mail: silverstarconst_mia@yahoo.com

OWNER: John + Josephine Taylor

Address: 1462 Westbury Dr

City: Clermont State: Florida Zip: 34711

Phone: _____ Fax: _____

Address of Subject Property: 1462 Westbury Dr.

General Location: In Harvest Landing Subdivision

Legal Description (include copy of survey): Alternate Key: 389.3393

Land Use (City verification required): ~~RUD~~ - medium density

Zoning (City verification required): RUD



CITY OF CLERMONT

VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

The screen room without the solid roof is permittable but with it is not

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

The owner is investing in a screen room

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

Yes - a 5' screen room is almost unusable but 10' is a minimum good usable size

(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;

variance has been granted in the past

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

it won't lower value if anything it will add property value

Harvest Landing Homeowners Association, Inc.
C/o Titan HOA Management, LLC

NOTICE OF APPROVAL

May 20, 2016

John Kevin Taylor
1462 Westbury Dr.
Clermont FL 34711

RE: 1462 Westbury Dr.

Dear John Kevin Taylor

Congratulations! The request for an architectural change, as described below, has been approved.

Screen Enclosure

Screen Enclosure is Approved with Contingency of the Roof pitch must meet current code requirements.

The HOA reserves the right to make a final inspection upon completion of the approved changes to ensure compliance. Please be advised that any modifications of the original request will require an additional form to be submitted.

Please remember to adhere to all local building codes and setback requirements. If a building permit is necessary, it is the responsibility of the applicant to obtain.

The HOA approval is based solely on the aesthetics of the proposed change. This approval should not be construed as a certification of the structural integrity of any construction. Be aware that it is the responsibility of the applicant to contact the appropriate utility companies prior to digging.

Sincerely,

Erin Poirier LCAM
Community Association Manager
Harvest Landing Homeowners Association Inc



C Ticket #1485 Print 

Status: Open
Priority: Normal
Department: Titan Management ARB Department
Create Date: 05/03/2016 5:35 am

User: John Taylor (2)
Email: JTaylor23@bighthouse.com
Phone: (352) 708-5888
Source: Web (184.88.29.73)

Assigned To: Erin Poirier
SLA Plan: Customer care ARB
Due Date: 05/11/2016 10:00 am

Help Topic: Vendor Request (on behalf of H
Last Message: 05/06/2016 4:21 pm
Last Response: 05/06/2016 1:10 pm

Community Name: Harvest Landing

Community Street Address: 1462 Westbury Drive

Location: Back of Residence at existing covered lanai

Specifications / Dimensions: 10'x23'

Material(s): Bronze Aluminum Frame with Aluminum Insulated Roof Panels

Color(s): Bronze Frame and Charcoal Screen

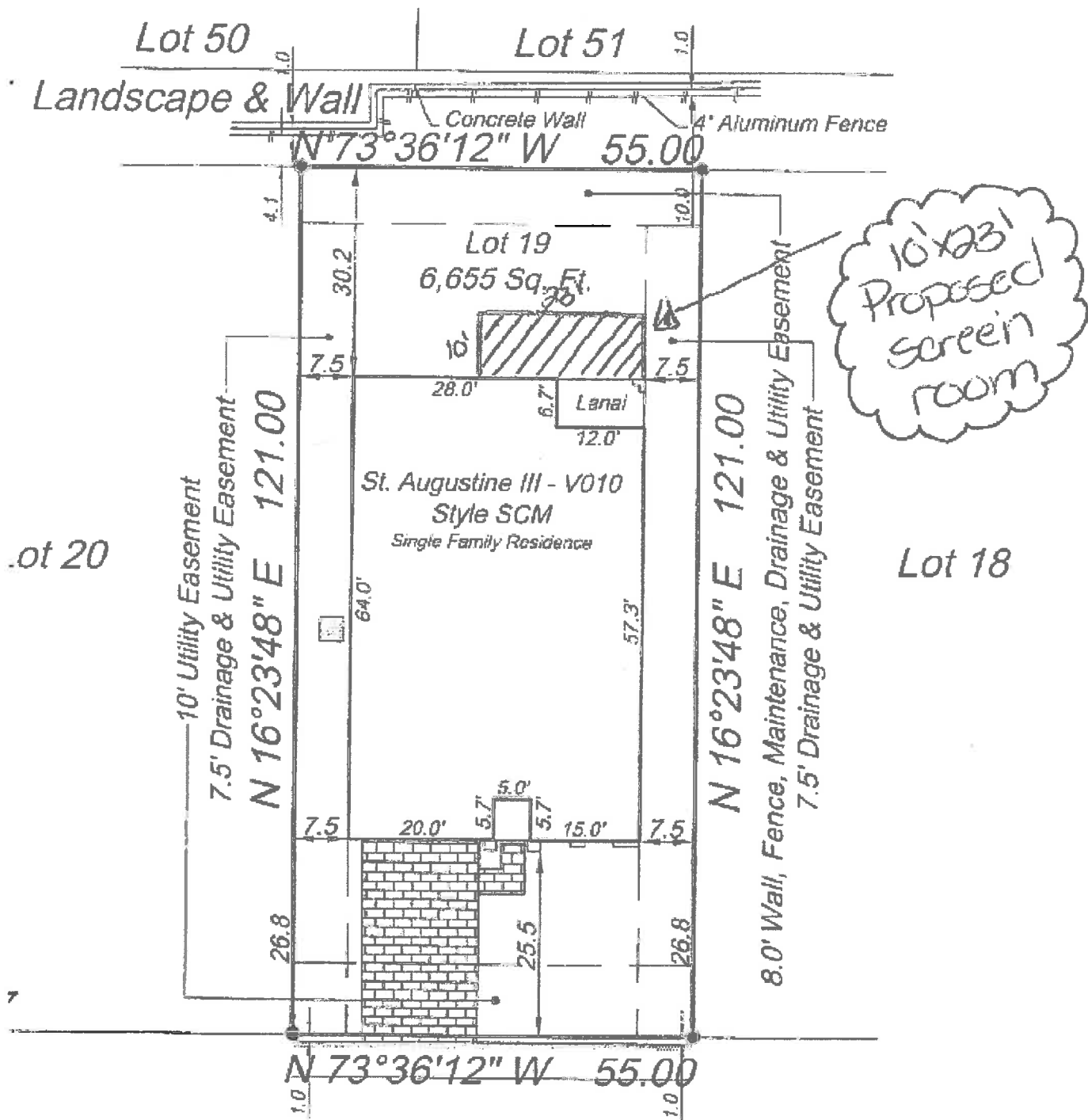
Vendor Company Name: Silver Star Construction, Inc.

Vendor Contact Name: Mia P VanDenBogaert

Vendor Contact Phone: 352-516-3761

Vendor Contact Email: silverstarconst_mia@yahoo.com

Screen Enclosure





Erin L Poirier
Titan Management
LCAM

1631 E. Vine Street | Suite 300 | Kissimmee, FL 34744

Office (407) 705-2190 EXT. 169 | Fax: (407) 343-7437 | Mobile: (407) 508-2608

titanhoa.com | epoirier@titanhoa.com

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a rear yard setback of 20 feet instead of 25 feet as required by the Land Development Code, Section 122-85 – Yards at the following location:

LOCATION:

1462 Westbury Drive
Harvest Landing Subdivision
(Alt. Key 3893393)

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, August 23, 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
August 16, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Variance Request <i>Headquarter Mazda</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
Headquarter Auto Clermont, LLC is currently constructing a new Mazda automotive dealership located at 17550 Highway 50, just to the west of the Honda dealership. The Mazda dealership, which was annexed into the City on August 9, 2016, has requested three variances that will improve the exposure of their monument sign adjacent to Highway 50. The applicant is seeking a variance for a 17-foot sign (7 feet above code) and a copy area of 64 square feet (4 square feet above code). The applicant is also proposing to locate the sign closer to the front property line adjacent to Highway 50. City code requires a 5-foot setback from the front property line. The applicant is proposing a 1-foot setback from this front property line. The applicant states these requests will serve several purposes. By allowing a larger sign, the applicant believes that fewer motorists will need to perform an unsafe U-turn on Highway 50 to return to the site. The larger sign will make it easier for customers to see the dealership as they approach the location. The second purpose is to remain competitive with the surrounding dealerships. Currently, Toyota has both a 35-foot sign and a 22-foot sign, and Nissan has a 20-foot sign. Section 86-174 of the land development code requires a positive finding on eight items in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance requests.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--------------|-------------------------|
| 1. | Location Map | Location Map.docx |
| 2. | Findings | Findings.docx |
| 3. | Application | VAR application.pdf |
| 4. | Legal ad | VAR Mazda legal ad.docx |

Exhibit 1

DEVELOPMENT NAME: Mazda

Location Map:

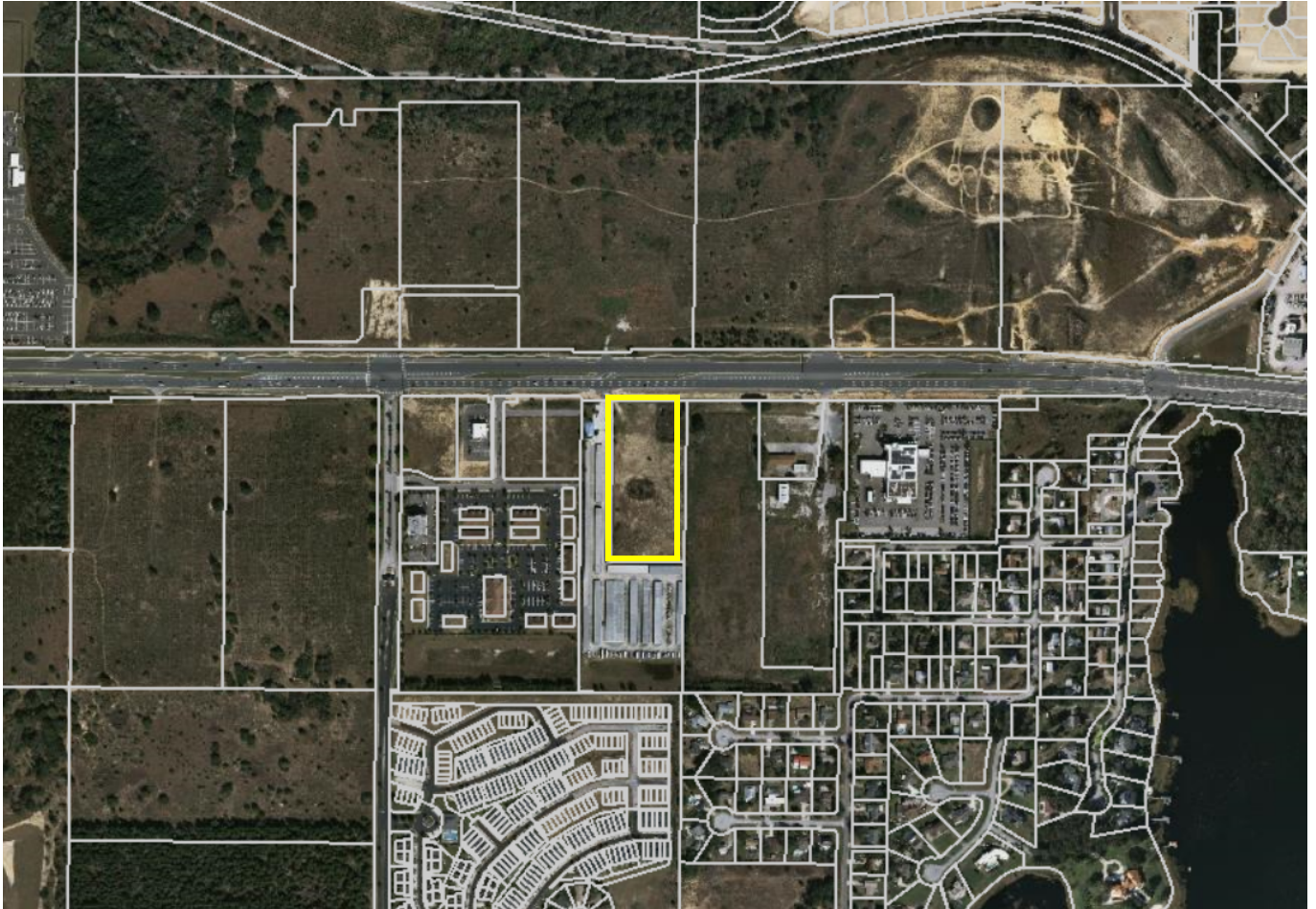


Exhibit 2

The requirements for a variance are as follows:

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

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: Setback, height restriction and extensive landscaping imposed on this parcel during development of new 2.9 million Mazda dealership has defeated purpose of signage, to wit, assisting people in finding business in safe and timely manner.

Staff comments: Staff does not feel that special conditions exist for this site.

Negative finding

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

Applicant response: Landscaping imposed on property during development plus angle of driveway off shared S.R. 50 access point.

Staff comments: The current owner / applicant does have an interest in the property.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: Literal interpretation and application of code would lead to sign only being visible for westbound traffic and could create unsafe condition for eastbound traffic.

Staff comments: Other parcels within this area of the city have been granted similar variance request.

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: Request is based on safety concerns.

Staff comments: Staff does not feel this request is based on a desire to reduce the cost of development.

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: Applicant is only requesting variance for height of sign and is not requesting increase in sign face or anything else which would be contrary to the City’s aesthetic.

Staff comments: Based on the submitted plan, the variance would be the minimum necessary.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Applicant response: Granting variance will place applicant in same position as other commercial ventures fronting S.R. 50. i.e. having a sign visible to traffic traveling in either direction.

Staff comments: Based on individual circumstances...sign variances have been approved by city council in the past.

Positive finding

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

Applicant response: Sign height with variance will remain comparable to, or substantially less than, nearby businesses such as Toyota and Nissan and, therefore, should not alter the character of the area or adversely impact property values.

Staff comments: Staff does not feel the variance request will diminish the property value or alter the character of the site itself.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: Variance will result in reasonable visibility, increased motorist safety and enhanced economic viability for a substantial new business annexing into the City of Clermont.

Staff comments: The general intent is for signs not to be overly obtrusive. Staff feels the requested sign is larger than others in the area, and does not feel the intent of the LDC is being met.

Negative finding

STAFF RECOMMENDATION for the Variances:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight that do not meet these findings. Therefore, staff recommends denial of this variance request .



CITY OF CLERMONT
VARIANCE
Application

DATE: July 11, 2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Headquarter Mazda

APPLICANT: Shutts & Bowen LLP

CONTACT PERSON: Scott A. Glass

Address: 300 S. Orange Avenue, Suite 1000

City: Orlando State: FL Zip: 32801

Phone: 407-835-6967 Fax: 407-425-8316

E-Mail: sglass@shutts.com

OWNER: Headquarter Auto Clermont, Ltd., c/o Judy L. Farcus Serra, CFO

Address: c/o Bella Automotive Group, Ltd., 5895 NW 167th Street

City: Miami State: FL Zip: 33015

Phone: 305-423-4616 Fax: _____

Address of Subject Property: 17550 S.R. 50, Clermont, FL 34711

General Location: South of S.R. 50, East of Magnolia Pointe Blvd., North of Magnolia Pointe
Subdivision and West of Lake Blvd.

Legal Description (include copy of survey): See attached Special Warranty Deed

Land Use (City verification required): Regional Commercial (Lake County)

Zoning (City verification required): Light Industrial (Lake County)



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:
Section 102-15(a)(1)a.5.iii maximum sign height of 10'

What are you proposing to do that would require a variance and why? Erect standard Mazda
pylon sign 17' in height.

How does the Code create a hardship? Due to landscaping requirement imposed during development
a 10' high sign would not be visible to eastbound traffic until it is too late to safely turn into the property.

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

Variance requested – subject and code section: Sec. 102-15(a)(1)a.5.iii sign height.

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;

Setback, height restriction and extensive landscaping imposed on this parcel during development of
new \$2.9 million Mazda dealership has defeated purpose of signage, to wit, assisting people in
finding business in safe and timely manner.

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

Landscaping imposed on property during development plus angle of driveway off shared S.R. 50
access point.



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;

Literal interpretation and application of code would lead to sign only being visible for westbound traffic and could create unsafe condition for eastbound traffic.

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

Request is based on safety concerns.

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

Applicant is only requesting variance for height of sign and is not requesting increase in sign face or or anything else which would be contrary to the City's aesthetic.

(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;

Granting variance will place applicant in same position as other commercial ventures fronting S.R. 50, i.e. having a sign visible to traffic traveling in either direction.

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

Sign height with variance will remain comparable to, or substantially less than, nearby businesses such as Toyota and Nissan and, therefore, should not alter the character of the area or adversely impact property values.

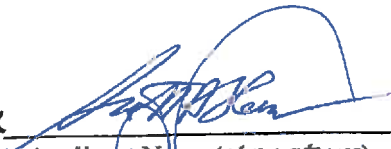


CITY OF CLERMONT
VARIANCE
Application
Page 4

(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.

Variance will result in reasonable visibility, increased motorist safety and enhanced economic
viability for a substantial new business annexing into the City of Clermont.

Shutts & Bowen, LLP, Scott A. Glass
Applicant Name (print)

X 
Applicant Name (signature)

Headquarter Auto Clermont, Ltd.
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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Judy L. Farcus Serra, CFO of Headquarter Auto Clermont, Ltd., who being

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

Headquarter Auto Clermont, Ltd.

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

2. That ~~he (she)~~ has been duly authorized to execute this Affidavit for the purpose of seeking a variance
~~has been duly authorized to execute this Affidavit for the purpose of seeking a variance~~
XX for the property legally described on the attachment of this application.

3. That the owner of said property has appointed Shutts & Bowen LLP and Scott A. Glass, Esq. to act as agent on its ~~on his (her)~~ behalf to accomplish the above. ~~The owner is required to complete the~~
~~APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his~~
~~(her) stead.~~

Headquarter Auto Group, Ltd.

Affiant - Applicant Name (print)

X
Affiant - Applicant Name (signature)

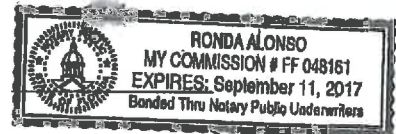
By: Judy L. Farcus Serra, CFO

SWORN to and SUBSCRIBED before me by

or personally known by me this 11 day of July, 20 16

X [Signature]
Notary Public, State of Florida at Large

My Commission Expires:



INSTRUMENT#: 2015067821 OR BK 4641 PG 2328 PAGES: 3 6/24/2015 3:52:21 PM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$27.00 DEED DOC:\$14196.00

Prepared by and return to:
Jeffrey E. Appleang, Esquire
Fassett, Anthony & Taylor, P.A.
1325 W. Colonial Drive
Orlando, FL 32801

Parcel identification number: 2522260002-000-02500
5066-2 (dmh)



SPECIAL WARRANTY DEED

THIS INDENTURE is made this 15th day of June, 2015, between **HAMIDA F. BATTLA**, whose post office address is 9502 Lavill Court, Windermere, Florida 34786 and **NASEEM BANO LATIF**, whose post office address is 111 Variety Tree Circle, Altamonte Springs, Florida 32714 (collectively, "Grantor") and **HEADQUARTER AUTO CLERMONT, LTD.**, a Florida limited partnership, whose post office address is 5895 Northwest 167th Street, Miami, Florida 33015 ("Grantee").

W I T N E S S E T H:

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee, and Grantee's successors and assigns forever, with special warranty covenants, all that certain interest in land lying and being in the County of Lake, State of Florida, more particularly described as follows:

See Exhibit "A" attached hereto and incorporated herein.

TOGETHER with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining (all of the foregoing together with the Exhibit "A" land are hereinafter collectively referred to as the "Property").

This conveyance is subject to any and all taxes and assessments for the year 2015 and subsequent years, and to any and all restrictions, reservations, encumbrances, covenants, conditions and easements of record, none of which shall be deemed reimposed hereby

TO HAVE AND TO HOLD the same in fee simple forever.

And the said Grantor does hereby fully warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor, but against none other.

The Property herein described is not the homestead property of the Grantor.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed the day and year above written.

Signed, Sealed and Delivered
in our presence

By: [Signature]
Print Name: Phil A. D'Aniello

Hamida Battla
Hamida F. Battla

By: [Signature]
Print Name: Deborah M. Henderson

By: [Signature]
Print Name: Phil A. D'Aniello

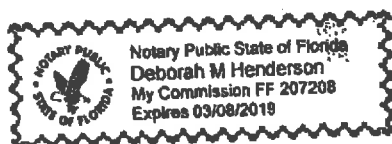
Naseem Bano Latif
Naseem Bano Latif

By: [Signature]
Print Name: Deborah M. Henderson

STATE OF FLORIDA)

COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 15th day of June, 2015, by Hamida F. Battla and Naseem Bano Latif. They ☐ are personally known to me or ☒ have produced FL Drivers License as identification.



[Signature]
Notary Public
Print name: Deborah M. Henderson

EXHIBIT "A"

Begin at the Southeast corner of the Northwest quarter (NW 1/4) of Section 25, Township 22 South, Range 26 East, Lake County, Florida, thence North 89°14'43" West along the quarter section line, 448.60 feet; thence North 01°00'01" East 1260.31 feet to the South right of way line of State Road #50; thence South 89°45'47" East 448.64 feet along said right of way line to the East line of said quarter section; thence South 01°00'01" West along said quarter section line, 1264.36 feet to the Point of Beginning.

Less and except that portion conveyed in the Warranty Deed recorded February 24, 1999 in Official Records Book 1690, Page 1929, Public Records of Lake County, Florida, and described as follows:

That part of the Northwest 1/4 of Section 25, Township 22 South, Range 26 East, Lake County, Florida, being described as follows:

Begin at the Northwest corner of Lot 6 of Citrus Cove, Unit 1, as recorded in Plat Book 24, Page 39 of the Public Records of Lake County, Florida, said point also being the Southeast corner of the Northwest 1/4 of Section 25; thence North 89°14'43" West along the South line of the said Northwest 1/4 of Section 25 for 448.60 feet; thence North 01°00'01" East for 1260.31 feet to the South right of way line of State Road No. 50; thence South 89°45'47" East along said right of way line for 135.01 feet; thence South 01°00'01" West for 694.65 feet; thence South 89°45'47" East parallel with said South right of way line of State Road No. 50 for 313.69 feet to the East line of the said Northwest 1/4 of Section 25; thence South 01°00'01" West along said East line for 569.70 feet to the Point of Beginning.

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2015 Paid Real Estate

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2522260002-000-02500		2827068	0003

HEADQUARTER AUTO CLERMONT LTD
5895 NW 167TH ST
MIAMI, FL 33015

FROM SE COR OF NW 1/4 RUN N 01DEG
00MIN 01SEC E 569.70 FT FOR POB, RUN N
89DEG 45MIN 47SEC W 313.69 FT, N 01DEG
00MIN 01SEC E 694.68 FT TO S R/W LINE OF
SR 50, S
See Additional Legal on Tax Roll



PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

AD VALOREM TAXES					
TAXING AUTHORITY	ASSESSED VALUE	EXEMPTION AMT	TAXABLE VALUE	MILLAGE RATE	TAXES LEVIED
LAKE COUNTY GENERAL	225,000	0	225,000	5.3051	1,193.65
AMBULANCE MSTU	225,000	0	225,000	0.4629	104.15
STORMWATER ROADS PARKS	225,000	0	225,000	0.4957	111.53
ENVIRON LAND PURCHASE	225,000	0	225,000	0.1600	36.00
FIRE MSTU	225,000	0	225,000	0.4704	105.84
LAKE CO SCHOOL BOARD					
CURRENT	225,000	0	225,000	5.6970	1,281.83
CAPITAL OUTLAY	225,000	0	225,000	1.5000	337.50
ST JOHNS WATER MGMT	225,000	0	225,000	0.3023	68.02
LAKE CO WATER AUTH	225,000	0	225,000	0.2554	57.47
S LAKE CNTY HOSP	225,000	0	225,000	0.7633	171.74
TOTAL:				15.4121	\$3,467.73

NON-AD VALOREM ASSESSMENTS		
LEVYING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS:		\$0.00

COMBINED TAXES AND ASSESSMENTS: \$3,467.73

If Paid By	Nov 30, 2015				
Please Pay	\$0.00				
Paid 11/06/2015 Receipt #		2015-00122300	\$3,329.02		

BOB McKEE

LAKE COUNTY TAX COLLECTOR

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

2015 Paid Real Estate

PAY IN U.S. FUNDS TO BOB McKEE, TAX COLLECTOR · PO BOX 327 · TAVARES, FL 32778-0327 · 352-343-9602

If Paid By	Nov 30, 2015				
Please Pay	\$0.00				

HEADQUARTER AUTO CLERMONT LTD
5895 NW 167TH ST
MIAMI, FL 33015

FROM SE COR OF NW 1/4 RUN N 01DEG 00MIN
01SEC E 569.70 FT FOR POB, RUN N 89DEG
45MIN 47SEC W 313.69 FT, N 01DEG
00MIN 01SEC E 694.68 FT TO S R/W LINE OF
SR 50, S
See Additional Legal on Tax Roll

ACCOUNT NUMBER	ESCROW CODE	ALTERNATE KEY	MILLAGE CODE
2522260002-000-02500		2827068	0003

Paid 11/06/2015 Receipt # 2015-00122300 \$3,329.02



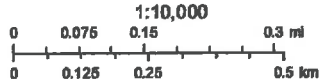
Headquarter Mazda Location Map



May 20, 2016

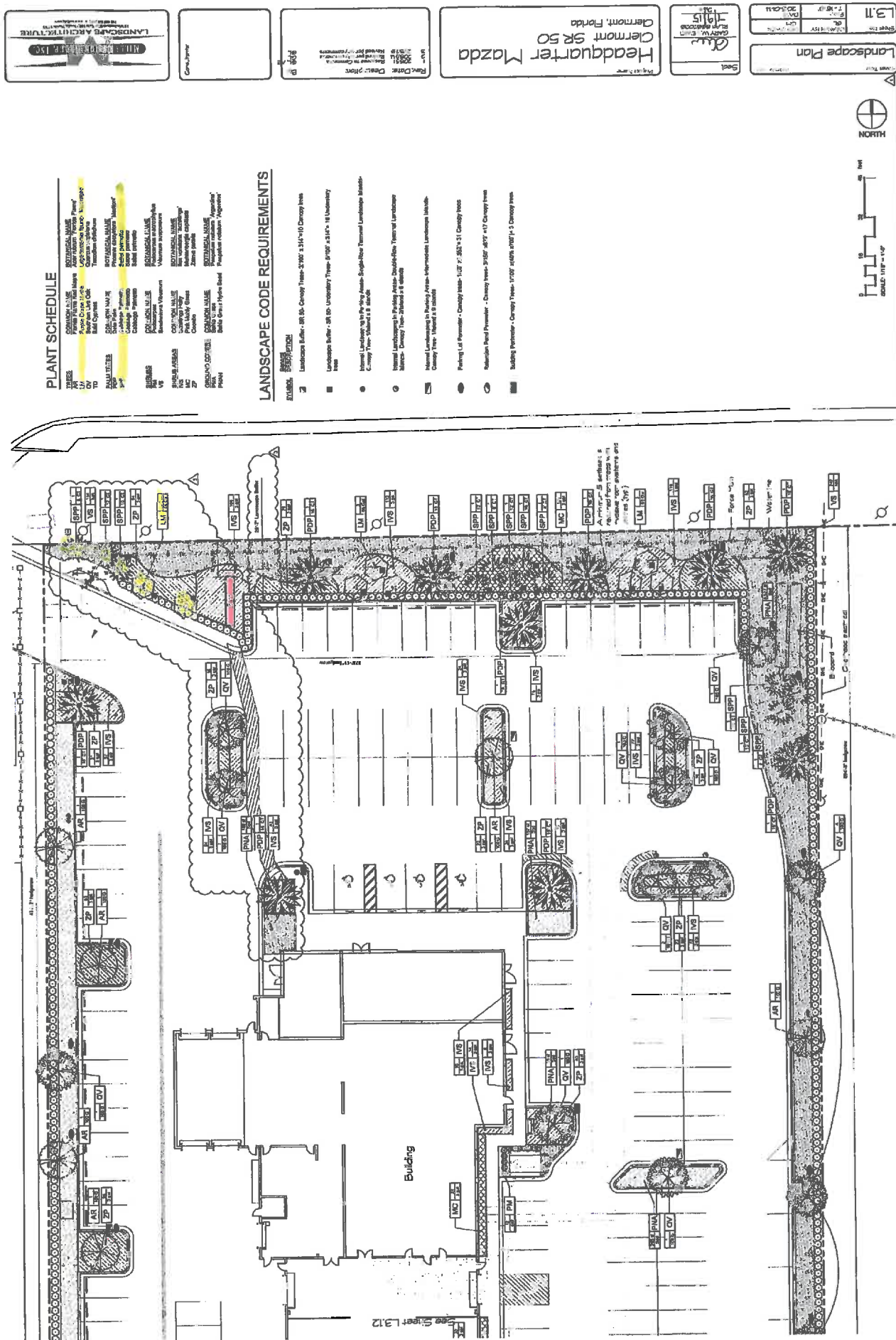
- Override 1
- Override 1
- County Boundary
- Street Names
- Local Streets

- Property Name
- Tax Parcels Alternate Key
- Tax Parcels
- Surrounding Counties



Lake County Board of County Commissioners

EXHIBIT D



PLANT SCHEDULE

[illegible]

LANDSCAPE NOTES

ON THE 17TH DAY OF APRIL

Landscape connectivity is important for all materials and of course we called for one fine Landscape piece. The Plant List summarizes provided are to be used solely as a guide. It is the Landscape Contractors duty to field verify all quantities and specify any modifications to M&M Design Group (M&M) at the time of bidding.

1.12 Contractor shall furnish the necessary information prior to installing starting. All existing site furnishings, paving, landscape and other elements to remain shall be protected from any damage otherwise noted.

Contributors must notify all necessary utility companies at least 15 business days prior to digging for water or sewer lines. Contributors are responsible for obtaining all necessary permits from the appropriate local, state, and federal agencies. Contributors are responsible for obtaining all necessary permits from the appropriate local, state, and federal agencies. Contributors are responsible for obtaining all necessary permits from the appropriate local, state, and federal agencies.

As plants meet most Florida No. 1 Grade or better as cultured under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida.

The Landscape Contractor shall review architectural engineering plans and become thoroughly familiar with sections and subsections of the plan. The Landscape Contractor shall coordinate with other trades to prevent conflicts, and shall coordinate the location of the irrigation system with the location of the irrigation system.

The Landscaping Contractor shall be wholly responsible for safety and slush condition of all lanes and drives and be liable for all damage caused by liability of any parties. The Landscaping Contractor shall determine areas to be staked or guyed. If necessary, staking and guying shall be done by a method approved by MUDS prior to installation. It shall be the responsibility of the Contractor to ensure that all staking and guying is done in accordance with the approved method.

Landscapes Contractor must remove Burley from all trees prior to installation.

is necessary for the Landscaper Contractor to provide Master Gratings in all joint areas, junctions and end strips.

Landscaper Contractor shall field adjust location of joint material as necessary to avoid overlaps in all existing underground piping and/or existing above ground elements. All changes required shall be completed at the Contractor's expense and shall be noted on the drawings.

For additional information, see the General Notes and the related sections.

L-110 Any secondary or non-terrestrial material must be approved by the Landscape Architect. All plants will be selected in accordance with the Landscape Architect's recommendation. The Landscape Architect will be responsible for the selection of all plants and materials to be used in the landscape. The Landscape Architect will be responsible for the selection of all plants and materials to be used in the landscape.

L-111 Contractor shall refer to the landscape planting detail, plant list and general notes for further and complete landscape clearing requirements.

L-112 Landscape Contractor shall coordinate all planting work with irrigation work. Landscape Contractor shall be responsible for all

Grass must be mowed five (5) times per year. The Landscape Contractor is responsible for mowing and determining the need for fertilization. The Contractor is responsible for the status of existing or proposed irrigation.

Material required:

Labels: All plants shall be labeled with 2" x 2" of Everlastics Vinyl hardwood labels. Color must be DARK GREEN with no added color. No labels will be placed wider than 4" of your plant.

L-115 The ingegner is designed as a permanent system and to provide 100% coverage.

L-116 The candidate also for the specified plant material must not exceed the plant and/or exceed the plant schedule.

L-117 All 120's with triverts not systems and not again a midrange 5 minute decrease from all satellites.

LANDSCAPE CODE REQUIREMENTS

10	 Lark Creek Preserve - Lark Cr. Canyon Truss - 31'x10' x 31'x10' Canyon truss
11	 Landscape Buffer - 48'x10' Landscape Truss - 31'x10' x 31'x10' Landscape truss
12	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
13	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
14	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
15	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
16	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
17	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
18	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
19	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
20	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
21	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
22	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
23	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
24	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
25	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
26	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'
27	 Inland Landscaping in Pallets - Single-Side Truss - Inland Landscaping Materials - 31'x10' x 31'x10'

See | [understand Calculations](#) | [Errors](#)

Site	Acres	Sq. Ft.	%
Shrub Acre		9,675	2.8%
* 1/2 Acre (Furnace & Shrub)		13,500	53.4%
Superior as per needed			
Total 2 1/2 Acres			56.2%

Sed Landscape Calculations

Right-of-Way Buffer

Area(s)	B.G. = "	%
5' x 10' Area	4.75' @	53.5%
2' of Area (Sewerage & Paving)	4.75' @	48.5%
Remaining Area has "natural"		
1" x 1" Buffer Coverage	8.25' @	22.5%

LANDSCAPE ARCHITECTURE
MILLS DESIGN GROUP, INC.



Headquarter Mazda
Clement SR 50
Clement, Florida





FL 50



Exit Stre

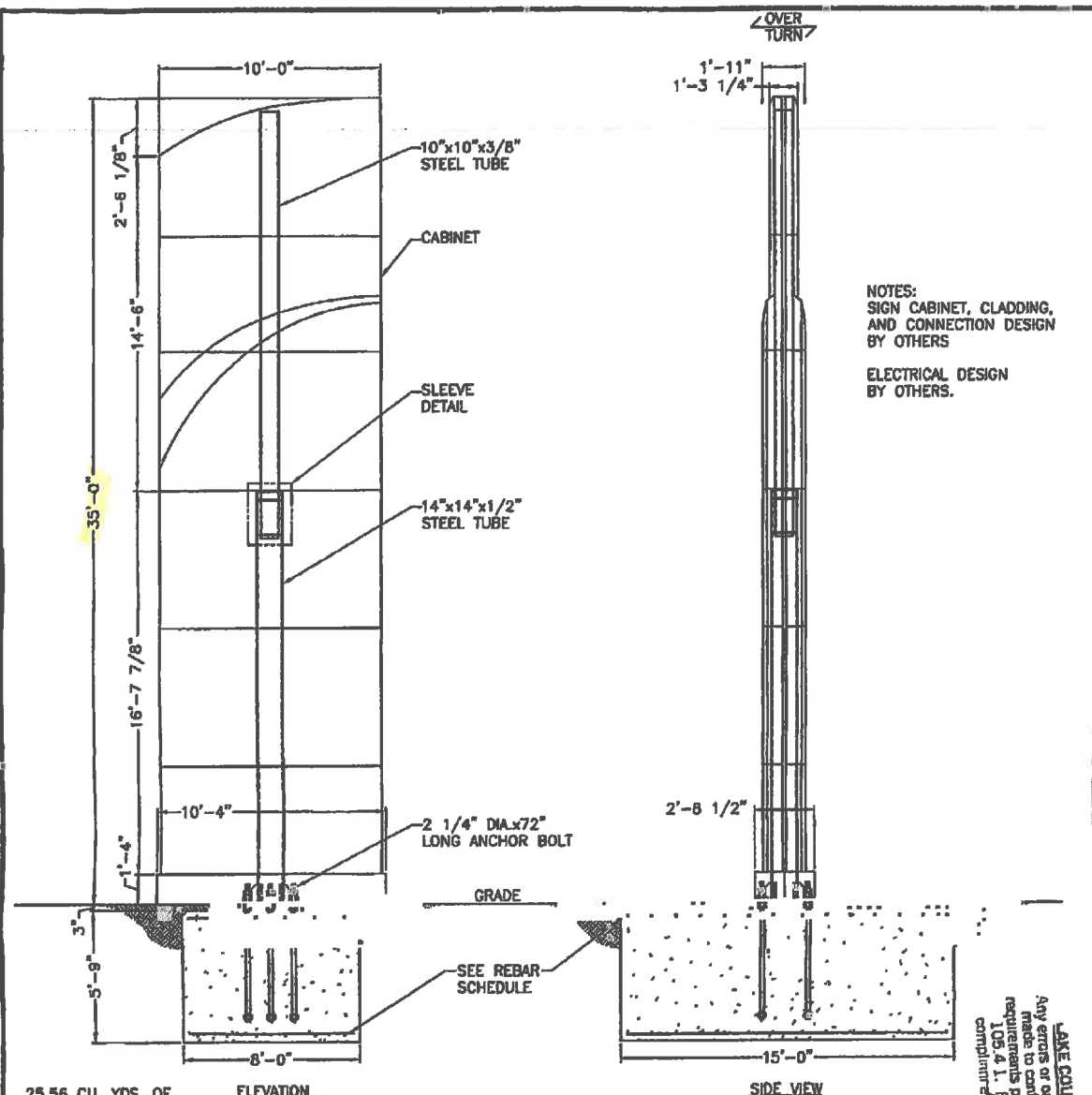
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© 2016 Google

Google e

EXHIBIT F

28°32'49.57" N 81°40'28.87" W elev 146 ft eye alt 11



NOTES:
SIGN CABINET, CLADDING,
AND CONNECTION DESIGN
BY OTHERS

ELECTRICAL DESIGN
BY OTHERS.

25 56 CU YDS. OF
CONCRETE REQ'D

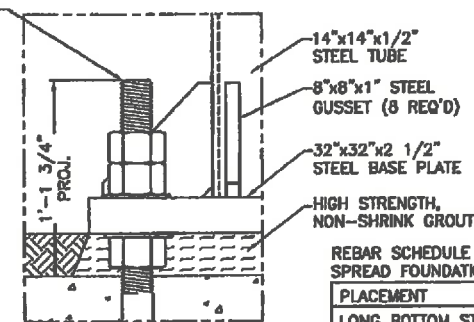
ELEVATION

SIDE VIEW

NOTES:

1. Design is based on 140 mph 3 second gust design wind speed per FBC 2010, Category II, Exposure C.
2. Spread foundation analysis is based on a safe vertical soil bearing pressure minimum of 2000 psf. Soil report was not furnished. Allowable bearing pressure should be verified prior to placement of concrete. Do not place foundation in fill.
3. Concrete shall be mixed to attain a minimum compressive strength of 3000 psi in 28 days.
4. Support members shall be free from defects and shall meet ASTM A500 grade B with a minimum yield strength of 48000 psi for tube. Plate and angle shall meet ASTM A36.
5. Structural bolts shall be A325 zinc coated unless otherwise noted.
6. Anchor bolts shall be cut from A36 round stock. Exposed surfaces shall be galvanized or coated to prevent corrosion.
7. All voids between column base plate and foundation surface shall be completely filled with high strength, non-shrink grout.
8. Welds shall be made with E70xx electrodes by persons qualified in accordance with AWS standards within the past two years.
9. Steel reinforcing bars shall conform to ASTM A615 grade 60 with deformations in accordance with ASTM A-305. Welding of reinforcing bars is prohibited.
10. This design is intended for use at the

2 1/4" DIA x 72" LONG ANCHOR BOLT



ANCHOR BOLT PROJECTION DETAIL

REBAR SCHEDULE
SPREAD FOUNDATION
DO NOT WELD REBAR
3" MIN CONC. COVER

PLACEMENT	SIZE	SPACING	QUANTITY
LONG BOTTOM STEEL	#8	16"	6
LONG TOP STEEL	#7	16"	6
BOTTOM CROSS STEEL	#6	13"	14
TOP CROSS STEEL	#6	13"	14

DESIGN: All design and plans submitted on this drawing are the sole property of LINK Engineering, L.L.C. and shall remain the property of LINK Engineering, L.L.C. No part of this drawing may be reproduced or transmitted in any form or by any means electronic or mechanical, including photocopying, recording, or by any information storage and retrieval system, without permission in writing from LINK Engineering, L.L.C.

GEORGE A. CAMPBELL, P.E.
FLORIDA STATE LICENSE NO.: 45483

INSTALLATION ADDRESS:

TOYOTA OF CLERMONT
16851 STATE ROAD 50
CLERMONT, FL 34711

CUSTOMER:

PATTISON
SIGN GROUP
233 BALKENHOF ROAD TORONTO, ONTARIO, CAN M1H 4G3

LINK Engineering, L.L.C.

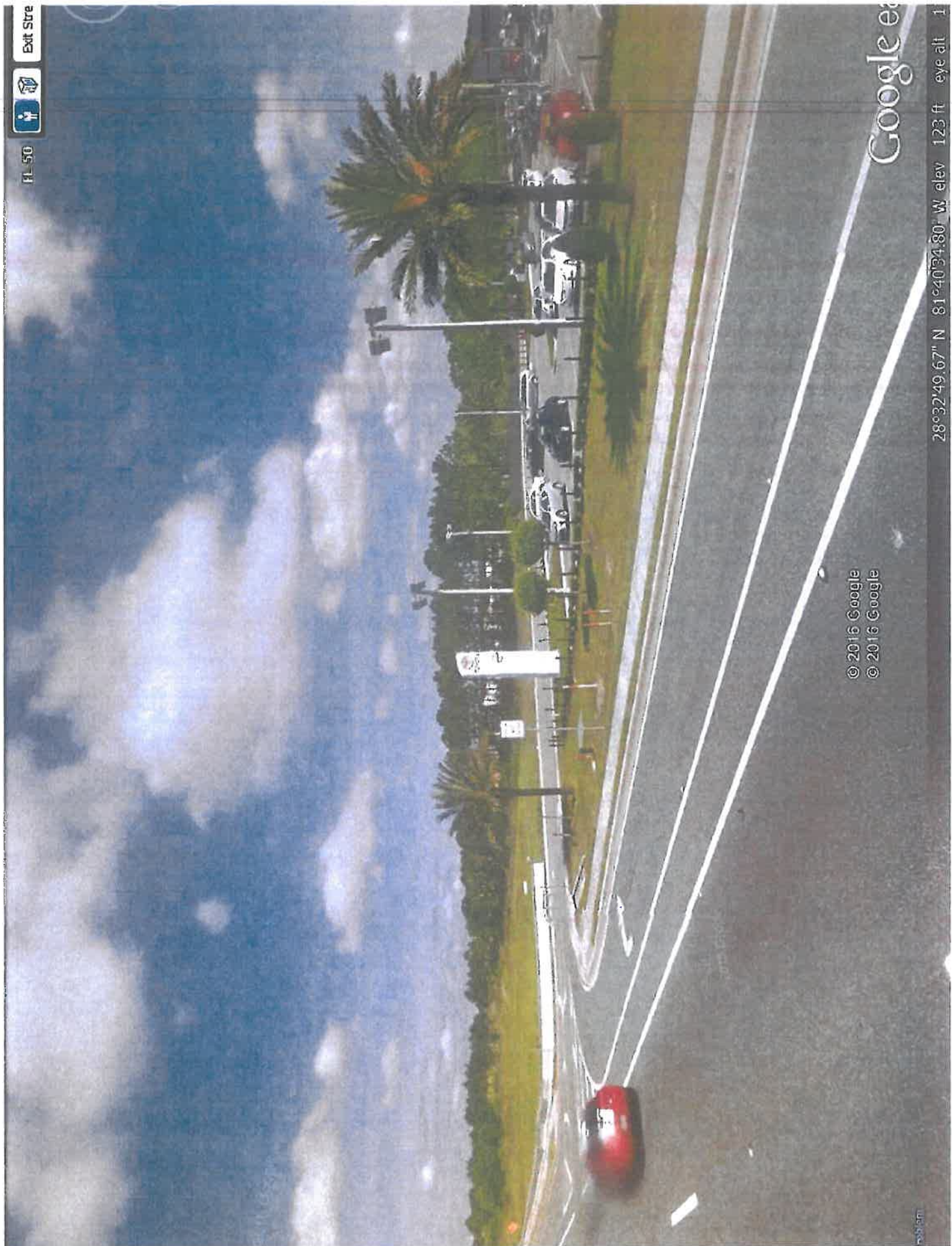
130 South Dade Lane • Knoxville, Tennessee 37922
Phone (602) 530-4001 • Fax (602) 530-5051
Online www.linkengr.com
Florida State Certificate of Authorization No. 27148

SHY.

IMV.

1/Project Manager

RECEIVED MAY 10 2011



FL 50

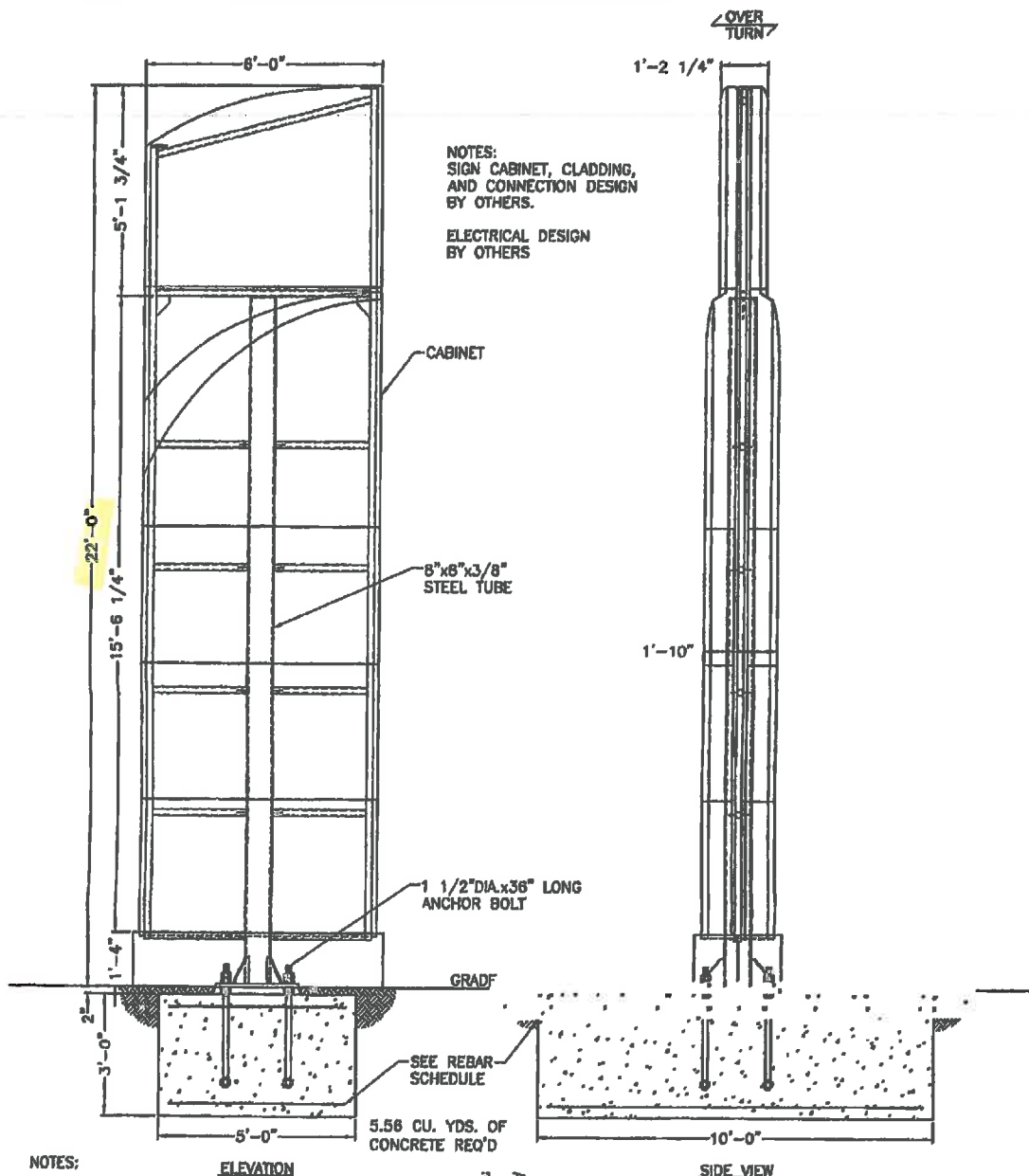


Exit Stre

Google

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28°32'49.67" N 81°40'34.80" W elev 123 ft eye alt 1



NOTES: ELEVATION

- Design is based on 140 mph 3 second gust design wind speed per FBC 2010, Category II, Exposure C.
- Spread foundation analysis is based on a safe vertical soil bearing pressure minimum of 2000 psf. Soil report was not furnished. Allowable bearing pressure should be verified prior to placement of concrete. Do not place foundation in fill.
- Concrete shall be mixed to attain a minimum compressive strength of 3000 psi in 28 days.
- Support members shall be free from defects and shall meet ASTM A500 grade B with a minimum yield strength of 48000 psi for tube. Plate and angle shall meet ASTM A36.
- Structural bolts shall be A325 zinc coated unless otherwise noted.
- Anchor bolts shall be cut from A36 round stock. Exposed surfaces shall be galvanized or coated to prevent corrosion.
- All voids between column base plate and foundation surface shall be completely filled with high strength, non-shrink grout.
- Welds shall be made with E70xx electrodes by persons qualified in accordance with AWS standards within the past two years.
- Steel reinforcing bars shall conform to ASTM A615 grade 60 with deformations in accordance with ASTM A-305. Welding of reinforcing bars is prohibited.

LAKE COUNTY BUILDING DIVISION
 Any errors or omissions in these plans shall be made to conform with the applicable code requirements per Florida Building Code section 105.4.1. Plans were reviewed for code compliance and shall be kept on job site.

APPROVED WITH 10 DAYS

REBAR SCHEDULE **DO NOT WELD REBAR**
SPREAD FOUNDATION **3" MIN CONC. COVER**

PLACEMENT	SIZE	SPACING	QUANTITY
LONG BOTTOM STEEL	#8	16"	4
LONG TOP STEEL	#4	16"	4
BOTTOM CROSS STEEL	#4	16"	8
TOP CROSS STEEL	#4	16"	8

RECEIVED MAR 18 2013

ALL CONTRACTORS SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE FOUNDATION. THE DESIGNER SHALL BE RESPONSIBLE FOR THE DESIGN OF THE FOUNDATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE FOUNDATION.

GREGORY A. CAMPBELL, P.E.
 FLORIDA STATE LICENSE NO. 45408

Gregory A. Campbell

INSTALLATION ADDRESS:

TOYOTA OF CLERMONT
 16851 STATE ROAD 50
 CLERMONT, FL 34711

CLIENT:


PATTISON
SIGN GROUP
 235 ELIZABETH ROAD, TUCUMCARI, OKLAHOMA 73160


LINK Engineering, L.L.C.
 135 South 304th Lane • Okemune, Tennessee 37822
 Phone (603) 538-4551 • Fax (603) 538-0851
 E-mail: linkengr@linkengr.com
 Florida State Certificate of Authorization No. 27148

SWT. 1 075 IFR Project Number 42-0054



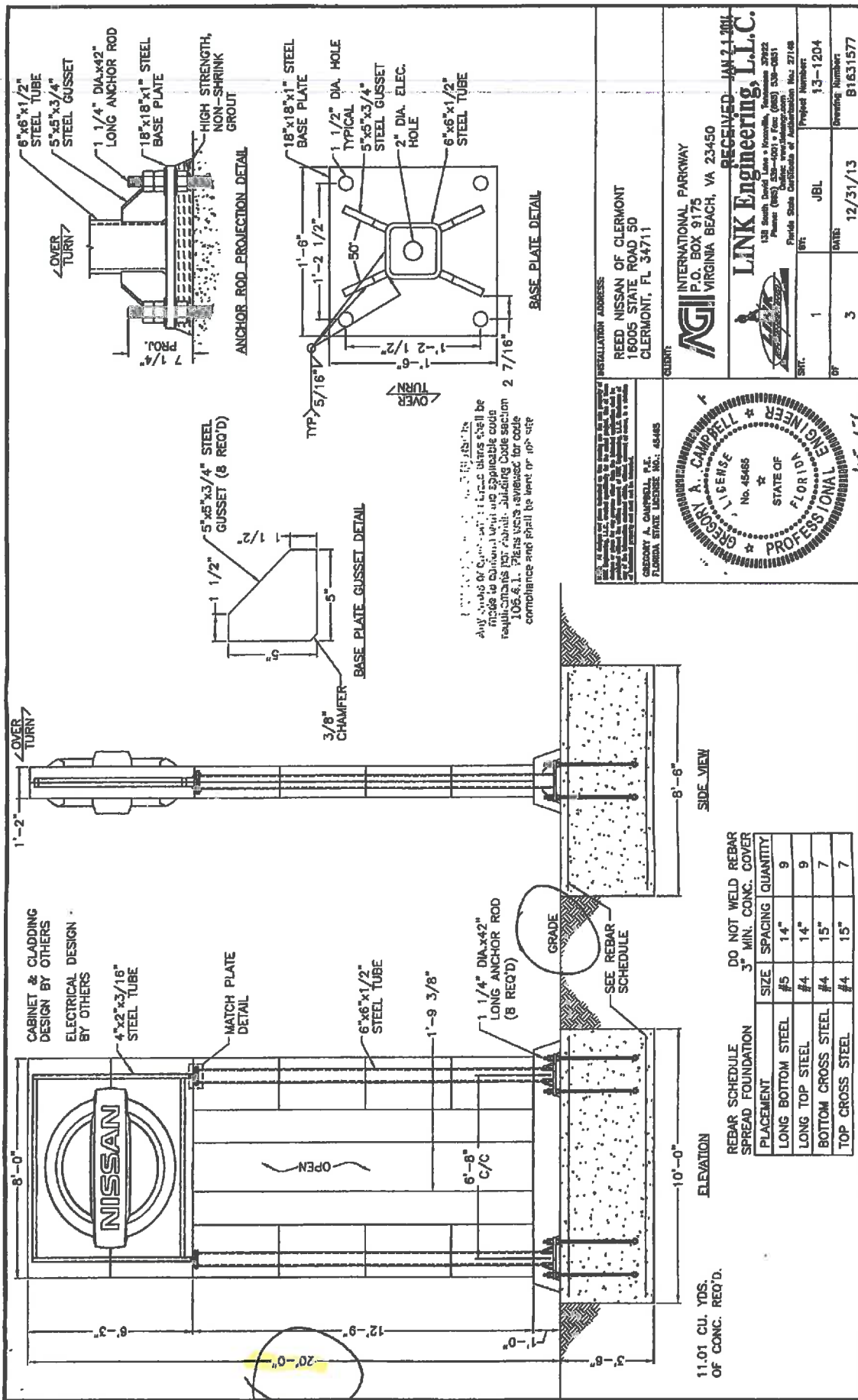
© 2016 Google

© 2016 Google

Google

28°32'50.03"N 81°41'21.86"W elev 140 ft eye alt 15

problem



INSTALLATION ADDRESS
 REED NISSAN OF CLERMONT
 18005 STATE ROAD 50
 CLERMONT, FL 34711

CLIENT
 INTERNATIONAL PARKWAY
 P.O. BOX 9175
 VIRGINIA BEACH, VA 23450

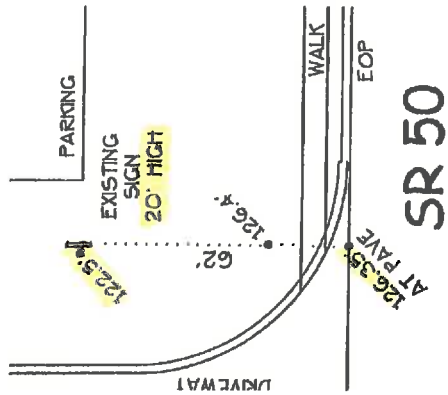
RECEIVED - JAN 21 2011
LINK Engineering, L.L.C.
 128 South David Lane • Norfolk, Tennessee 37922
 Phone (615) 833-1100 • Fax (615) 833-0811
 Email: info@linkeng.com
 Provide State Certificate of Authorization No. 27148

PROJECT NUMBER
 13-1204

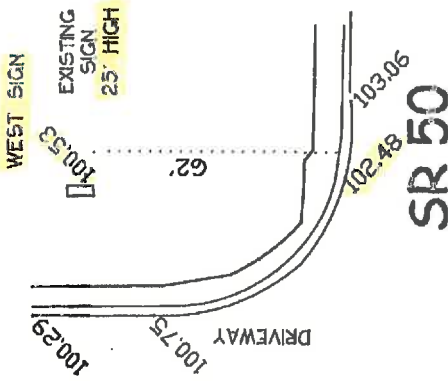
DRAWING NUMBER
 B1631577

PROFESSIONAL ENGINEER
 GREGORY A. CAMPBELL, P.E.
 No. 45485
 STATE OF FLORIDA
 LICENSE NO. 45485

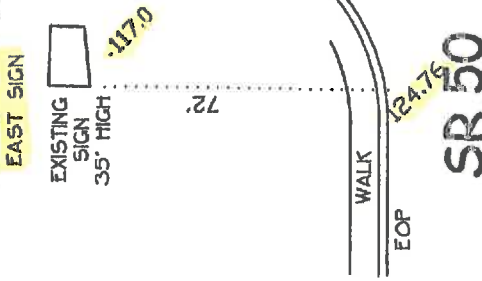
NISSAN



TOYOTA



TOYOTA

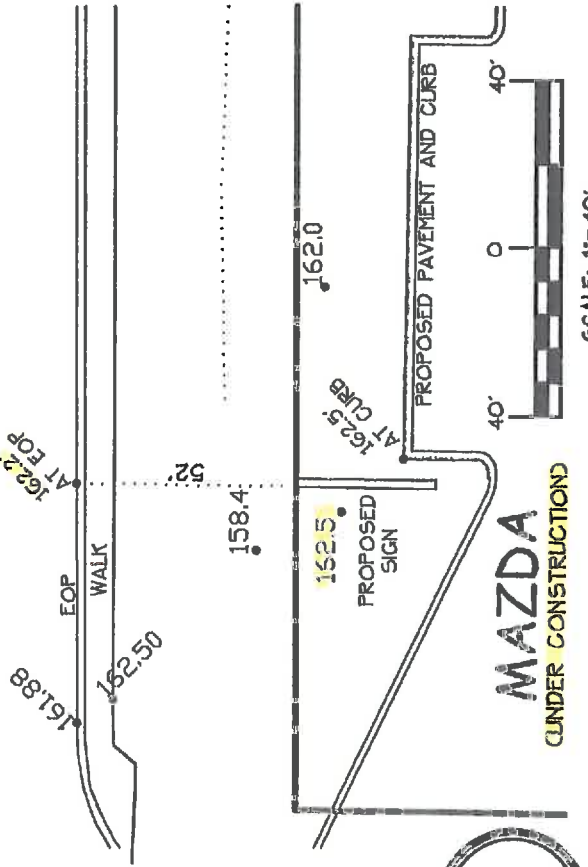


CHEVROLET
UNDER CONSTRUCTION

EXHIBIT C

SR 50

SR 50



05/27/16

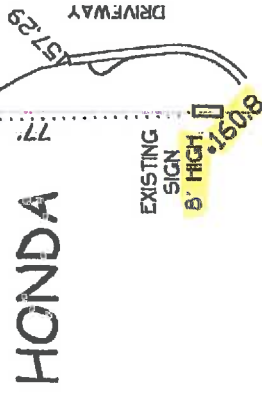
ELLIS SURVEYS LLC
 Land Surveying & Planning
 P.O. Box 18092 33716
 Altamonte Springs, FL 32716
 FL-834-1003 F-407-869-5445
 www.ellisurveys.com



MAZDA
UNDER CONSTRUCTION



SCALE: 4" = 40'



Sign Variance Justification Statement

Background: The applicant is developing a new, state of the art, \$2.9 million Mazda dealership on its property. See Exhibit "A" for a description of the property and Exhibit "B" for its general location. The property is committed to annex into the City pursuant to a pre-existing utility services agreement. At the time development commenced, however, the property had not yet been annexed and the site plan, landscape plan and other approvals have all been issued by Lake County. See, Exhibits "C" and "D." After approval of the landscape plan, however, the applicant realized that the required landscaping will block the visibility of the ground sign from eastbound traffic on State Road 50. Before applying for a variance from the county's 12' height limit the applicant contacted the City to determine when the property would be annexed. The applicant did not want to submit an application to the county if the City would soon be annexing. City staff, however, advised the applicant that the City did not intend to annex the property until the Mazda dealership had been completed. Therefore, and because signage is critically important to the initial success of a new dealership, the applicant prepared a detailed variance application, including extensive documentation, and submitted it to the county. Additional documentation was obtained at the county's request and submitted on June 27th. Eleven days later, on July 7th, the applicant received notice from the City of Clermont that the City is proceeding with annexation and that an application for sign height variance should be submitted to the City as soon as possible.

Justification for variance: As reflected in the site plan, the driveway into the site is on an angle off a shared access point from eastbound S.R. 50. This creates a triangle shaped area defined by the driveway on the southwest, Colonial Drive on the north, and the location of the dealership's ground sign to the east. The location of the sign, which is the subject of this variance request, is highlighted in pink on Exhibit "D." Pursuant to the approved landscape plan, the applicant is required to place certain trees and other landscaping in this triangle. Specifically, the yellow highlighting on Exhibit "D" depicts the location of two *lagerstroemia fauriei* "Muskogee" (large crape myrtle trees) and the green highlights the location of three *Sabal Palmettos* (cabbage palms).

To help staff and the City Council visualize the impact this required landscaping will have on the visibility of an 11 foot sign, as ordinarily required by the City Code, Exhibit "E" contains photographs and information from the National Arboretum and the University of Florida Extension office regarding these particular crape myrtle trees and palms. While it may be difficult to read on the attached, reduced size, copy of the landscape plans, the cabbage palms will initially be 8', 10' and 12' while the Muskogee crape myrtles will be 10' to 12' with a broad, multi branch trunk and a substantial flowering spread. All five will be located on the north side (i.e., the S.R. 50 side) of the driveway onto the property. The driveway is on the eastbound side of S.R. 50. Thus, all 5 of these required plantings are in the line of sight of eastbound drivers and will effectively block a driver's view of the Mazda sign if that sign is limited to the maximum 11' height permitted by code. This lack of visibility will likely result in eastbound drivers who are looking for the dealership missing it and then having to change lanes in order to make not one, but two, U-turns to get back to a position where they can turn into the driveway. Alternatively, drivers' initial reaction when they see the sign too late may be to put on the brakes suddenly and try to whip into the driveway. Of course, neither of these options is

good for surrounding traffic. Accordingly, the height variance being requested is justified to allow for visibility and, consequently safety, for eastbound motorists looking for the dealership.

According to §102-1 of the City Code, the purpose and intent of the sign code “is to ensure adequate means of communication through signage while maintaining attractive visual appearance within the city.” It is intended to, among other things:

- (1) Maintain the established suburban character of the city by regulating all exterior signage in a manner which promotes low profile signage of high quality design.
- (2) Protect and maintain the visual integrity of roadway corridors within the city by establishing a maximum amount of signage on any one site to reduce visual clutter.
- (3) Establish locations and setback for signage which are designed to protect motorists from visual distractions, obstructions and hazards.
- (4) Enhance the appearance of the physical environment by requiring that signage be designed as an integral architectural feature of the site
- (5) Provide for signage which satisfies the needs of the local business community for visibility, identification and communication.

Unfortunately, due to the conflict between the approved landscaping and the ground sign, a literal interpretation and enforcement of the City’s existing sign code with its limited height would make an 11’ sign a nullity. Rather than protecting motorists from visual distractions, obstructions and hazards, the lack of visibility results in motorists who are looking for the dealership actually being distracted looking for the sign. This can result in driving slower which, in turn, creates obstructions and hazards. Moreover, aside from the safety issue, an 11’ sign would not satisfy the needs of the local business community for identification and communication; certainly not like other nearby auto dealership signs. Thus, a literal interpretation and application of the City Code is at odds with the stated purpose and intent of the sign code.

The applicant seeks only a minimal and reasonable variance to ensure customers and potential customers can safely locate and enter the new, state of the art, Headquarter Mazda dealership. The applicant is not requesting a 100’ tall flagpole or any other untoward or highly exaggerated variance to excessively draw attention to the Headquarter Mazda dealership or which would conflict with the City’s aesthetics. In fact, when originally seeking a variance to the county’s 12’ maximum sign height, the applicant also obtained the permit plans for the existing Toyota and Nissan ground signs from the county in order to ensure the applicant’s ground sign would not be excessive. As you will see from Exhibit “F,” the easternmost Toyota ground sign is 35’ tall. The western Toyota sign is 25’ tall and the nearby Nissan ground sign is 20’ tall. Of course, the county measures the height of signs from either the elevation at the base of the sign or the elevation of the adjacent roadway, whichever is greater. Thus, the applicant

had a surveyor shoot the height of all three signs from the appropriate elevations. The result, as depicted in Exhibit "G" shows that the Toyota signs rise 25.1' and 23' above the surface of S.R. 50, respectively, and the Nissan sign is more than 16' feet above the road. These heights, coupled with the clear view of these dealerships from the road, allow motorists to identify these businesses quickly, efficiently and from a distance that allows for safe turn signals, lane changes and deceleration.

Headquarter Mazda believes the same can be accomplished without the excessive height of the Toyota signs and seeks a variance which would place its sign more on par with the Nissan sign. Moreover, given the existence of these nearby signs, the variance requested by Headquarter Mazda would clearly not "substantially diminish property value in, or alter the essential character of, the area surrounding the site." Furthermore, because Mazda mandates a high quality and uniform sign program, the City may rest assured that the Headquarter Mazda ground sign will be of high quality design, architecturally integrated into the site and will not promote visual "clutter." Each of Mazda's mandated selection of ground signs has been specifically designed by Mazda to provide satisfactory visibility, brand identification and communication of location while meeting or, at worst, only minimally exceeding, the City's regular signage parameters.

Accordingly, under the unique circumstances of this case, the applicant respectfully submits that a height variance is justified.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: 1) to allow for a monument sign to exceed 10 feet in height - as required by the Land Development Code, Section 102-15; 2) to allow for a monument sign to exceed 60 square feet in copy area - as required by the Land Development Code, Section 102-15, 3) to allow a monument sign to have less than a 5 foot setback from a right-of-way line – as required by Section 102-15 of the Land Development Code; at the following location:

LOCATION:

Mazda

(Alternate Key 2827068)

South of State Road 50, approximately 950 feet east of Magnolia Pointe 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, August 23, 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
August 16, 2016



AGENDA ITEM

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Resolution No. 2016-28 <i>Withdrawn</i> <i>Calvary Chapel Clermont</i>		
Requested Action		
Withdrawn		
Staff Report		
The applicant has requested to withdraw their application.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Request to withdraw application	Request to withdraw.pdf	
2. Calvary Chapel Exhibits	Calvary Chapel Exhibits.pdf	
3. Site plan	Site.pdf	
4. Application	Application.pdf	
5. Legal ad	Calvary Chapel CUP Legal Ad.docx	

August 2, 2016

Dear City of Clermont,

As the applicant, I would like to have my application for a CUP (Resolution No. 2016-28) for Calvary Chapel Clermont to be withdrawn for consideration. The landlord signed a tenant to the space prior to our hearing. We will continue to search for a spot that is suitable for our church and will be in touch.

Sincerely,



Carlos Aviles

Calvary Chapel Clermont, Inc.

Calvary Chapel Clermont



Calvary Chapel Clermont

Suite

102	104	106	108	110	112	116
Vacant	Vacant	Vacant	Citrus Tower Hair Salon	Clermont Bible Fellowship	South Lake Autism behavior Service	South Lake Autism behavior Service



Businesses closed on Sunday

355 Citrus Tower Blvd
Clermont, FL 34711

Suite

102	104	106	108	110	112	116
Vacant	Vacant	Vacant	Citrus Tower Hair Salon	Clermont Bible Fellowship	South Lake Autism behavior service	South Lake Autism behavior Service

Calvary Chapel Clermont
PO Box 120366, Clermont, FL 34712









**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 6-7-16

FEE: 350.00

PROJECT NAME (if applicable): _____

APPLICANT: Calvary Chapel Clermont, Inc.

CONTACT PERSON: Carlos Aviles

Address: P.O. Box 120366

City: Clermont State: Florida Zip: 34711

Phone: 352-536-9511 Fax: 352. 536. 4592 c

E-Mail: CC.ClermontFL@gmail.com

OWNER: Joseph Zagame

Address: 230 Mohawk Road

City: Clermont State: FL Zip: 34715

Phone: 352-242-0073 Fax: 352-242-1960

Address of Subject Property: 355 Citrus Tower Blvd, Clermont, FL 34711

General Location: Suite 102 & 104

Legal Description (include copy of survey): AK 3777847

Land Use (City verification required): ☒ Industrial

Zoning (City verification required): M-1 Industrial



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary).

To relocate our church at this location

Previously had a CUP for a Church that expired
CUP 2012-09

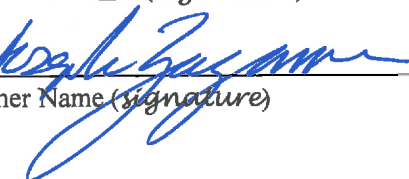
We would occupy approximately 4,500 square feet of building
space located in the Heritage Square retail / Industrial Complex.

The Church intends to have 60 seats for Sunday Service (10:00am to Noon)
and will hold a Wednesday and Friday Evening Bible Study.

Carlos Aviles, Jr.
Applicant Name (print)

X  President
Applicant Name (signature)

Joseph Zagame
Owner Name (print)

X 
Owner Name (signature)

***** NOTICE *****

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL
BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED
UNTIL CORRECTIONS ARE MADE.**

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

PROPERTY RECORD CARD

General Information

Owner Name:	JOHN P ADAMS & ANN D ADAMS FAMILY LP	Alternate Key:	3777847
Mailing Address:	PO BOX 1667 WINTER HAVEN, FL 33882-1667 Update Mailing Address ⓘ	Parcel Number:	09-22-26- 080500700000
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	355 CITRUS TOWER BLVD CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, LAKE HIGHLANDS 20-22-26 TRACT 7 PB 3 PG 30 ORB 1780 PG 1226		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	STRIP CENTER (1610)	0	0		54450	SF	\$0.00	\$245,025.00
2	VACANT COMMERCIAL (1000)	0	0		7.5	AC	\$0.00	\$187,500.00
3	STRIP CENTER (1610)	0	0		54450	SF	\$0.00	\$245,025.00

Commercial Building(s)

Building 1

Commercial	Building Value: \$471,556.00						
Summary	Section(s)						
Year Built: 2003	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Map Finished Color
Total Square Footage: 15000	1	FINISHED LIVING AREA (FLA)	13	1	15000	0%	0%
Full Bathrooms: 0		Interior Finish			Percent	Sprinkler	A/C
Half Bathrooms: 8		(11C)			76.00 %	Yes	Yes
Elevators: 0		(48C)			24.00 %	Yes	No
Elevator Landings: 0							
Escalators: 0							
Residential Units: 0							
Kitchens: 0							
Fireplaces: 0							
Structure Type: Wood or Steel Open Stud Frame							
Exterior Walls:							
05 : 84.00 %							
06 : 16.00 %							

Building 2

Commercial	Building Value: \$549,526.00									
Summary	Section(s)									
Year Built: 2005	Section No.	Section Type	Wall Height	No. Stories	Ground Floor Area	Basement	Basement Map Finished Color			
Total Square Footage: 13560	1	FINISHED LIVING AREA (FLA)	16	1	13560	0%	0%			
Full Bathrooms: 0										
Half Bathrooms: 8		Interior Finish						Percent	Sprinkler	A/C
Elevators: 0		(17C)						100.00 %	No	Yes
Elevator Landings: 0										
Escalators: 0										
Residential Units: 0										
Kitchens: 0										
Fireplaces: 0										
Structure Type: Wood or Steel Open Stud Frame										
Exterior Walls: 05 : 100.00 %										

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	DECORATIVE WALL (DWL)	10956	SF	2002	\$29,340.00
0006	PARKING LOT LIGHT FIXTURE (PFL)	5	UT	2004	\$3,605.00
0007	PAVING (PAV)	30000	SF	2004	\$25,272.00
0008	PAVING (PAV)	285	SF	2006	\$575.00



CITY OF CLERMONT

Planning & Zoning

CONDITIONAL USE PERMIT

Article IX of the City Zoning Ordinance provides that the Conditional Use Permit shall not become effective for any reason unless and until the following events have occurred:

1. Permittees shall have agreed to each and every condition by properly executing and signing the Conditional Use Permit.
2. Such Conditional Use Permit executed as indicated, along with a copy of the recorded Conditional Use Permit short form, shall have been filed in the office of the City Clerk within ninety (90) days of its approval by City Council. Upon expiration of this period, the permit shall become null and void, and the permittees must apply for rehearing.
3. In the event of failure of the permittee to fulfill development in substantial accordance with the plans as submitted to the Planning and Zoning Commission and the City Council, comply with the codes of the governmental agencies having lawful and appropriate jurisdiction thereon, or meet any of the terms of the Conditional Use Permit, the permit may be revoked after due public hearings before the Planning and Zoning Commission and the City Council.

PERMITTEE: Towerco, LLC
355 Citrus Tower Blvd.
Clermont, FL 34711

CONDITIONAL USE PERMIT FOR: To allow a church facility in the M-1 Industrial Zoning District.

LOCATION: 355 Citrus Tower Blvd.

ZONING: M-1 Industrial Zoning District

RESOLUTION: No. 2012-09

EXECUTION DATE: This CUP must be signed and returned along with a copy of the recorded Conditional Use Permit short form to the Planning and Zoning Department, by **June 25, 2012** or this permit shall expired and become null and void.

CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The structure shall be inspected by the Fire Inspector for life safety requirements, all requirements must be met prior to any Certificate of Occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
9. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
10. If, at a future date, parking at this site proves inadequate the applicant understands and agrees that the City may require additional parking or rescind this Conditional Use Permit.
11. Should the church use become an infringement upon the other business within the development, the city reserves the right to reopen the Conditional Use Permit for additional review and conditions.

12. Should the church use cease operations for a period greater than 180 days, a new Conditional Use Permit shall be required.

Section 2 – Land Use

1. 355 Citrus Tower Blvd. (Suite 110) may be used as a church facility in addition to any permitted M-1 uses.

I, the undersigned, do hereby agree to each and every condition of this Conditional Use Permit.

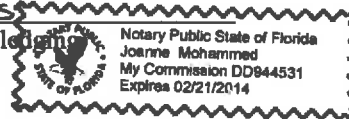
Lanny Evans 4/2/2012
(Applicant) Date

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 2nd day of

April, 2012, by Lanny Evans
(name of person acknowledging)

Joanne Mohammed
Signature of Notary Public



Who is personally known to me or who has produced FLDL#EIS2-520-47-1780 as identification.

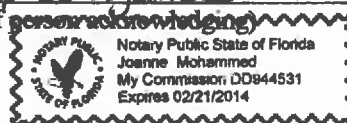
Joseph Zagame 4-2-12
Towerco LLC Date
(Property Owner)

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 2nd day of

April, 2012, by Joseph Zagame
(name of person acknowledging)

Joanne Mohammed
Signature of Notary Public



Who is personally known to me or who has produced / as identification.

Received in the office of the City Clerk on April 10, 2012

[Signature] Date
City Clerk

INSTRUMENT#: 2012036240 OR BK 4146 PG 677 PAGES: 1 4/6/2012 11:49:05 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: \$10.00



LANNY EVANS
16355 FLORENCE OAK CT
MONTVERDE FL 34756

RETURN TO:
Rae Chidlow, P&Z
City of Clermont
685 West Montrose St.
Clermont, FL 34711

SHORT FORM CONDITIONAL USE PERMIT

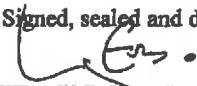
THIS SHORT FORM CONDITIONAL USE PERMIT evidences that certain Conditional Use Permit adopted and approved by the Clermont City Council by Resolution No. 2012-09 and agreed to and accepted by the undersigned developer/applicant as of March 27, 2012, with regard to the following described real property:

355 Citrus Tower Blvd., also described as being: Alternate Key 3777847, Clermont, being in 20-22-26 Tract 7 according to the Lake Highlands Plat of the City of Clermont, recorded in PB 3, Page 30; ORB 1780 PG 1226, of the Public Records of Lake County, Florida.

and is for the purposes of providing notice to all interested parties, the assigns, successors and heirs of the undersigned developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the above-referenced Conditional Use Permit.

IN WITNESS WHEREOF, the undersigned has duly executed this Short Form Conditional Use Permit as of the day set forth below.

Signed, sealed and delivered in the presence of:


Signed by Applicant

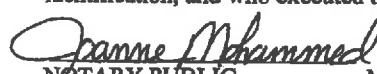
LANNY EVANS, SECRETARY, CSF
Printed Name and Title


Signed by Applicant

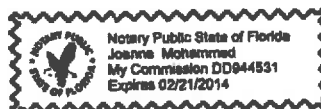
Joseph Zagame, Mgr.
Printed Name and Title

STATE OF FLORIDA:
COUNTY OF Lake :

I HEREBY CERTIFY that on this 2nd day of April, 2012, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Lanny Evans and Joseph Zagame who is personally known to me or who has produced as identification, and who executed the foregoing instrument, and who did take an oath.


NOTARY PUBLIC

My commission expires:



LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a church facility in the M-1 Industrial zoning district, at the following location:

LOCATION

355 Citrus Tower Blvd, Suite 102 & 104
Heritage Square
AK 3777847

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

This request will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30 P.M.

A public meeting to consider the request will be held before the City Council on Tuesday, August 23, 2016 at 6:30 P.M.

All meetings will be held in 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
July 26 and August 16, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, August 23, 2016								
Agenda Item Name								
Resolution No. 2016-29 <i>Napleton</i>								
Requested Action								
Recommend approval of Resolution 2016-29.								
Staff Report								
The owner, Napleton/Clermont Motors LLC, is requesting a conditional use permit (CUP) for the existing automotive dealership and vacant property to the north. The property is approximately 15 acres, with 5 acres used for the existing automotive dealership and an additional 10 acres that the dealership would like to expand on, mainly for inventory parking and stormwater pond. The property was recently annexed into the City with a designation of C-2 General Commercial with the stipulation that any expansion would require a CUP. The project consists of an existing 20,000 square foot building with a proposed building expansion of 28,956 square feet. The total building square footage is 48,956 square feet, as shown on the plan prepared by Germana Engineering and Associates, LLC, dated 07-01-16 Preliminary-Concept Plan. In addition, the owner will be adding 300 inventory parking stalls to the rear of the project area. The stormwater pond will be relocated further back on the property and redesigned to treat the additional impervious surface on the site. The site will be required to meet the land development code and proceed through site plan review. Staff recommends approval of Resolution 2016-29. <i>At the August 2, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.</i>								
Additional Analysis								
Fiscal Impact Summary								
<table border="1"> <thead> <tr> <th>Fiscal Impact</th> <th>Fund Number and Description</th> <th>Available Budget Amount</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>			Fiscal Impact	Fund Number and Description	Available Budget Amount			
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
1. Resolution	CUP RES 2016-29.docx							
2. Map	Napleton CUP Map.pdf							
3. Site Plan	Site plan.pdf							
4. Minutes	P&Z Minutes.pdf							

5.	Application	CUP application.pdf
6.	Legal ad	Napleton Expansion CUP Ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2016-29**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN EXPANSION TO AN EXISTING AUTOMOTIVE DEALERSHIP IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held August 2, 2016 recommended approval of this Conditional Use Permit to allow for an automotive dealership, at the following location:

LOCATION:

Napleton
15859 State Road 50
AK 3329198, 2585021, & 2585013

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the project, Napleton/Clermont Motors LLC, was an existing automotive dealership developed in Lake County and is served by the City of Clermont with water and sewer services;

WHEREAS, the owner requested annexation, rezoning and a comprehensive plan amendment with the City of Clermont in April, 2016 and received Council approval;

WHEREAS, the project was rezoned to C-2 General Commercial with the understanding that any future changes, additions, or expansions would necessitate a Conditional Use Permit;

WHEREAS, the applicant has applied for a Conditional Use Permit to seek an expansion to the project and building areas;

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

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

This application for a Conditional Use Permit to allow an expansion to an existing automotive dealership in the C-2 General Commercial zoning district; be granted subject to the following conditions:

CITY OF CLERMONT
RESOLUTION NO. 2016-29

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No 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.
3. The Conditional Use Permit must be executed and processed through the Office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
4. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
5. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
6. The structure shall be inspected by the City Building Inspector and all Building Code violations must be corrected prior to a Certificate of Occupancy being issued.
7. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
8. Prior to the issuance of any permits, the applicant shall be required to submit Formal Site Plans for review and approval by the City of Clermont Site Review Committee. The site plans shall show location of all proposed buildings, structures, picnic areas, and outdoor recreation areas as indicated in the Conditional Use Permit application. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
9. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

CITY OF CLERMONT
RESOLUTION NO. 2016-29

10. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 - Land Uses and Specific Conditions:

1. This permit is for an automotive dealership not to exceed 48,956 square feet.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Germana Engineering and Associates, LLC, dated 07-01-16 Preliminary-Concept Plan. Formal construction plans incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits.
3. The site may also be used for any permitted use in the C-2 General Commercial zoning district.

CITY OF CLERMONT
RESOLUTION NO. 2016-29

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of August, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

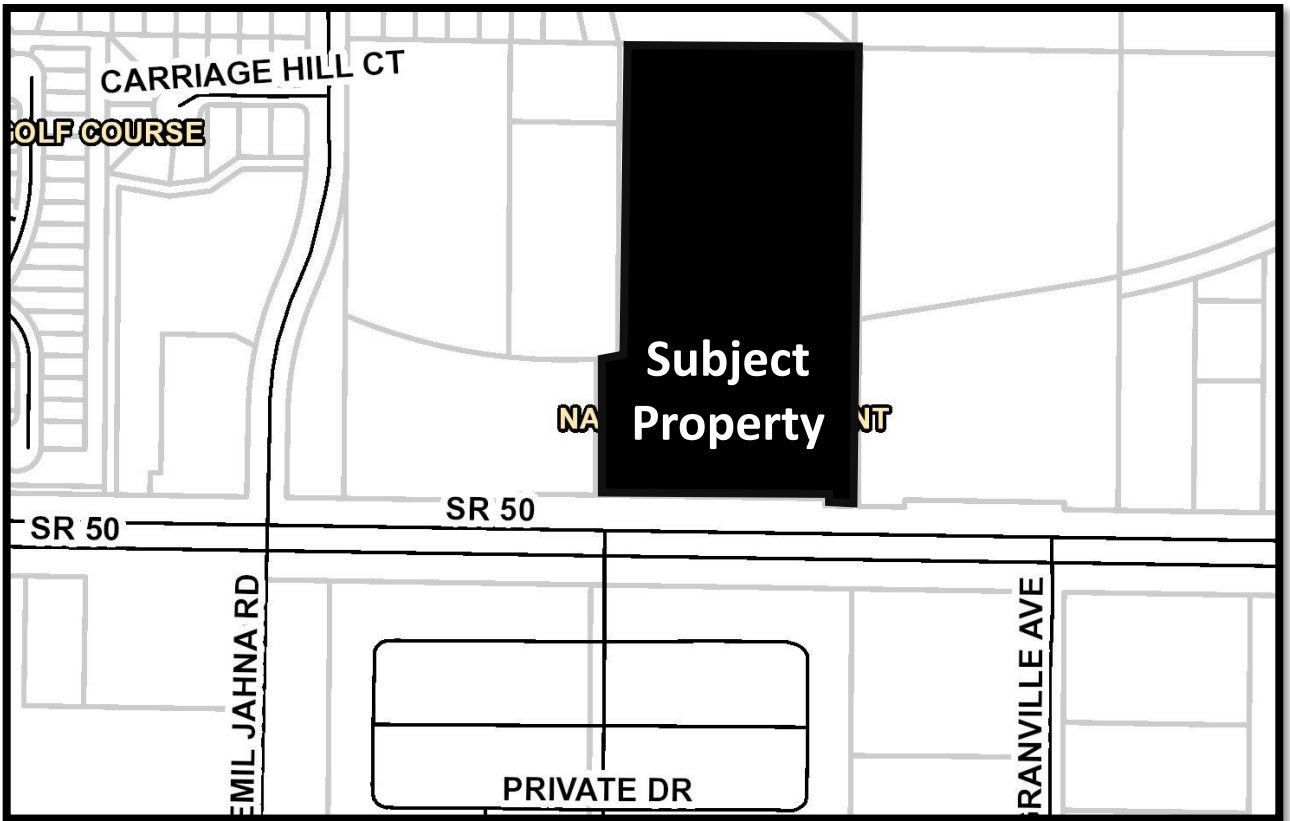
ATTEST:

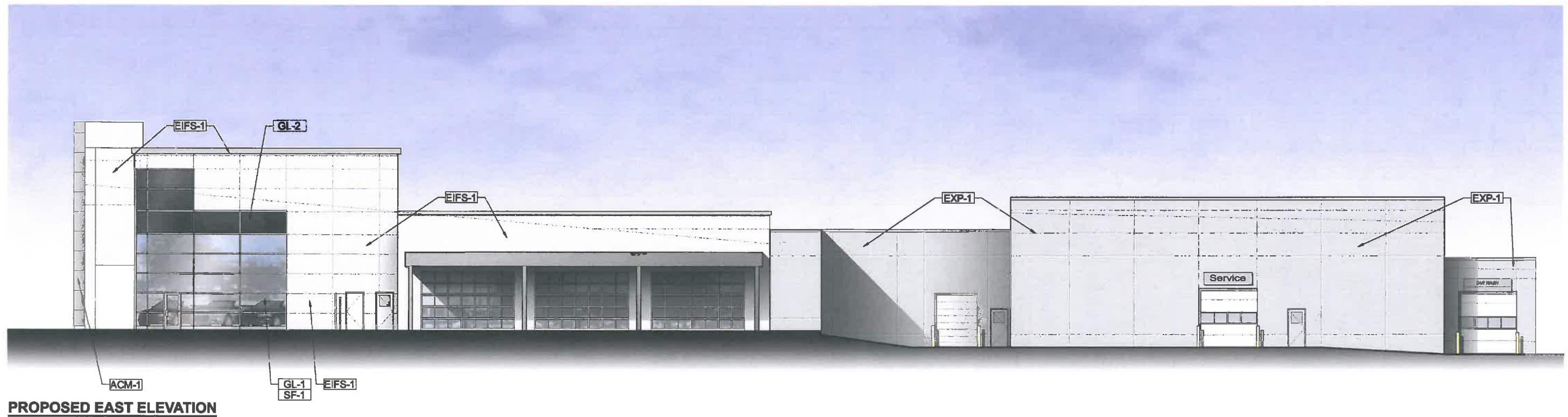
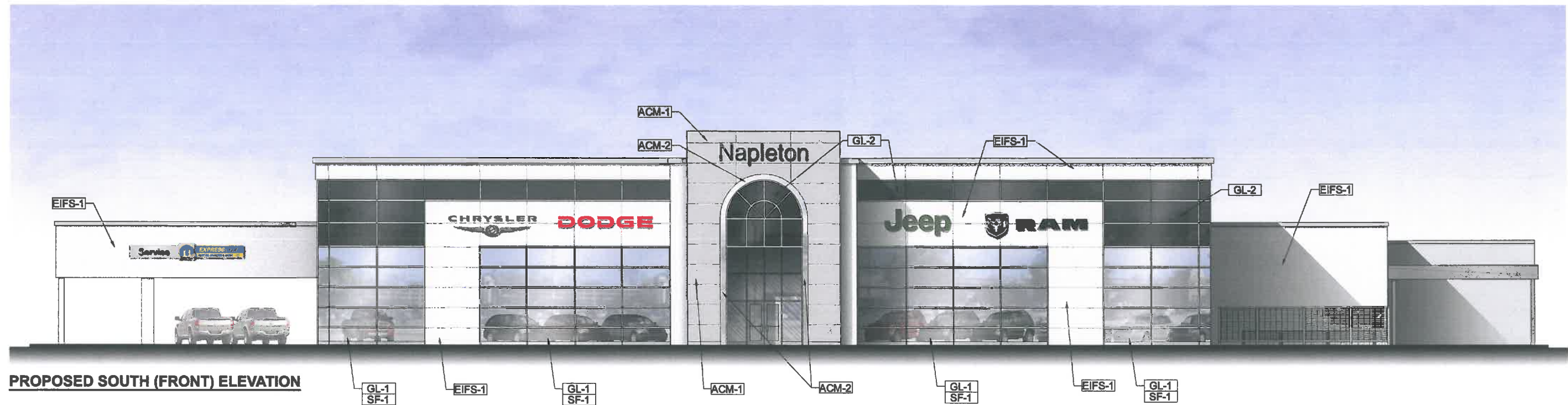
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

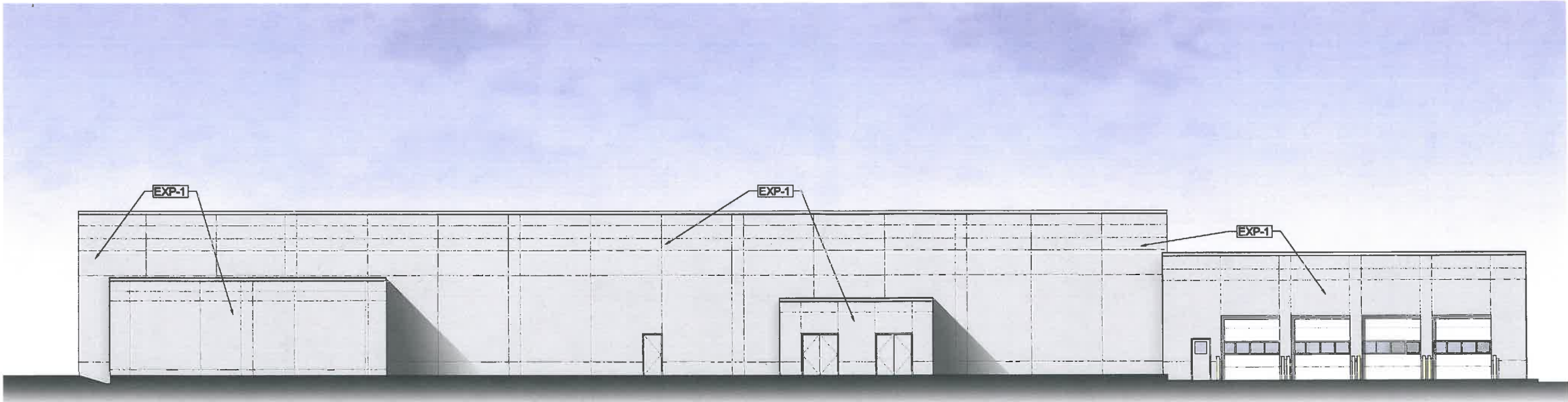
Exhibit - Location Map
Napleton Clermont



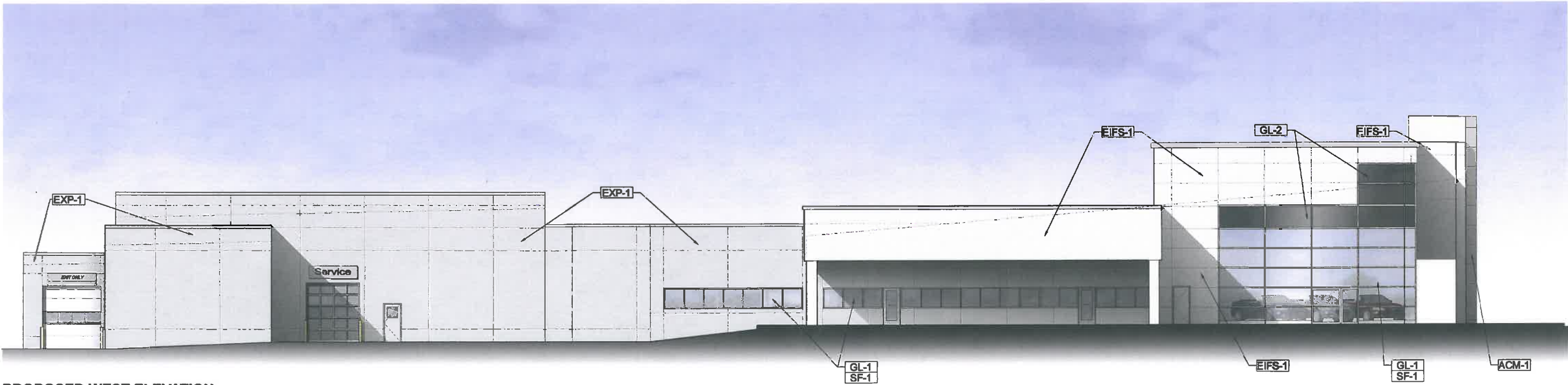


EXTERIOR FINISH SCHEDULE					
CODE	DESCRIPTION	SPECIFICATION	CODE	DESCRIPTION	SPECIFICATION
ACM-1	METAL PANEL	ACM FIELD PANEL – TO MATCH SILVER METALLIC COLOR AS MANUFACTURED BY ALPOLIC (MTLC BSX SILVER)	EXP-2	EXTERIOR PAINT	EXTERIOR TRIM PAINT SYSTEM – TO MATCH BENJAMIN MOORE PAINT COLOR: ROCK GRAY (#1615) FINISH: SEMI-GLOSS
ACM-2	METAL PANEL TRIM	ACM ENTRY ARCH BAND – SPECULAR (MIRROR LIKE) HIGH POLISHED ALUMINUM AS MANUFACTURED BY ALPOLIC (DM HPA SLVR)	SF-1	STORE FRONT FRAMING	NEW STOREFRONT/WINDOW GLAZING SYSTEM WITH CLEAR ANODIZED ALUMINUM FRAME AS MANUFACTURED BY KAWNEER (TRIFAB 451T or 1600 WALL SYSTEM 1)
EIFS-1	EXTERIOR FINISH	EXTERIOR INSULATION FINISH SYSTEM (EIFS) – TO MATCH OYSTER # 21612 AS MANUFACTURED BY STO OR APPROVED EQUAL FINISH TEXTURE MEDIUM SAND	GL-1	INSULATED GLASS	INSULATING GLASS SYSTEM AS MANUFACTURED BY PPG OR APPROVED EQUAL (LOW E CLEAR GLASS)
EXP-1	EXTERIOR PAINT	EXTERIOR PAINT SYSTEM – TO MATCH BENJAMIN MOORE PAINT COLOR: PELICAN GRAY (#1612) FINISH: FLAT	GL-2	INSULATED GLASS	INSULATING GLASS SYSTEM AS MANUFACTURED BY PPG OR APPROVED EQUAL (BLACK SPANDREL GLASS)

Chrysler- Clermont, FL.



PROPOSED NORTH ELEVATION



PROPOSED WEST ELEVATION

EXTERIOR FINISH SCHEDULE					
CODE	DESCRIPTION	SPECIFICATION	CODE	DESCRIPTION	SPECIFICATION
ACM-1	METAL PANEL	ACM FIELD PANEL – TO MATCH SILVER METALLIC COLOR AS MANUFACTURED BY ALPOLIC (MTLC BSX SILVER)	EXP-2	EXTERIOR PAINT	EXTERIOR TRIM PAINT SYSTEM – TO MATCH BENJAMIN MOORE PAINT COLOR: ROCK GRAY (#1615) FINISH: SEMI-GLOSS
ACM-2	METAL PANEL TRIM	ACM ENTRY ARCH BAND – SPECULAR (MIRROR LIKE) HIGH POLISHED ALUMINUM AS MANUFACTURED BY ALPOLIC (DM HPA SLVR)	SF-1	STORE FRONT FRAMING	NEW STOREFRONT/WINDOW GLAZING SYSTEM WITH CLEAR ANODIZED ALUMINUM FRAME AS MANUFACTURED BY KAWNEER (TRIFAB 451T or 1600 WALL SYSTEM 1)
EIFS-1	EXTERIOR FINISH	EXTERIOR INSULATION FINISH SYSTEM (EIFS) – TO MATCH OYSTER # 21612 AS MANUFACTURED BY STO OR APPROVED EQUAL FINISH TEXTURE MEDIUM SAND	GL-1	INSULATED GLASS	INSULATING GLASS SYSTEM AS MANUFACTURED BY PPG OR APPROVED EQUAL (LOW E CLEAR GLASS)
EXP-1	EXTERIOR PAINT	EXTERIOR PAINT SYSTEM – TO MATCH BENJAMIN MOORE PAINT COLOR: PELICAN GRAY (#1612) FINISH: FLAT	GL-2	INSULATED GLASS	INSULATING GLASS SYSTEM AS MANUFACTURED BY PPG OR APPROVED EQUAL (BLACK SPANDREL GLASS)

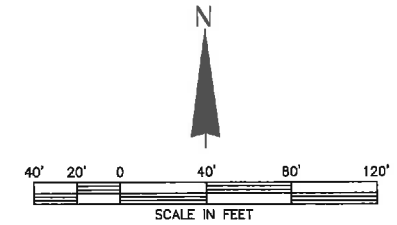
Chrysler- Clermont, FL.

PRELIMINARY-CONCEPT PLAN
NOT FOR CONSTRUCTION
07-01-16

PARCEL KIT KEY # 085021
4.13 ACBF

PARCEL ALT KEY # 0000013
4.98 ACRES

PAPPEL ALI KEY # 2670400
(NOT INCLUDED)



1. SITE AREA: = NAPLETON SITE (EXISTING) = 5.81 ACRES
PARCEL ALT # 2585015 = 4.98 ACRES
PARCEL ALT # 2585021 = 4.98 ACRES
TOTAL PROJECT AREA = 15.77 ACRES
2. SITE LOCATION:

SECTION 27, TOWNSHIP 22 E, RANGE 26 S
3. PROPERTY DESCRIPTION

CURRENT CONDITION: DEVELOPED/UNDEVELOPED
4. BUILDING DATA

EXISTING BUILDING AREA = 20,000 SF
ADDITION TO EXISTING BUILDING = 1,450 SF
ADDITION TO EXISTING BUILDING = 820 SF
PROPOSED BUILDING AREA = 26,660 SF
TOTAL BUILDING AREA = 48,956 SF
5. PARKING

TOTAL PARKING PROVIDED = 539 SPACES

CONCEPT PLAN

NAPLETON CLERMONT
CHRYSLER, JEEP, DODGE

CLERMONT, FLORIDA
PROJECT # GE152015

Germana Engineering
and Associates, LLC
© COPYRIGHT 2015

© COPYRIGHT 2015
1120 W. MINNEOLA AVENUE CLERMONT, FL 34711
Phone: (352) 242-9329
WWW.GERMANENGINEERING.COM

CERTIFICATE OF AUTHORIZATION: 29279

SCALE 1"=40'

DATE
08/25/2015

SHEET

CONCEPT

PRELIMINARY-CONCEPT PLAN
NOT FOR CONSTRUCTION
07-01-16

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 1

The meeting of the Planning and Zoning Commission was called to order Tuesday, August 2, 2016 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Judy Proli, Cuqui Whitehead, Tony Hubbard, and Jack Martin. Also in attendance were James Kinzler, Assistant City Manager, Barbara Hollerand, Development Services Director, Jim Hitt, CRA/Mobility Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

REPORTS

Commissioner Whitehead stated that she will not be able to attend the September meeting.

Department Director Hollerand stated that the September Planning and Zoning meeting will be held on Monday, September 12, 2016.

Assistant City Manager Kinzler presented the three Florida Recreational Development Assistance Program (FRDAP) grant opportunities for Victory Pointe.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a church facility in the M-1 Industrial zoning district.

PROJECT: Calvary Chapel

Senior Planner Kruse stated that this item has been withdrawn.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow an existing automotive dealership in the C-2 General Commercial zoning district.

PROJECT: Napleton

Senior Planner Kruse presented the staff report as follows:

The owner, Napleton/Clermont Motors LLC, is requesting a Conditional Use Permit for the existing automotive dealership and vacant property to the north. The property is approximately 15 acres with 5 acres used for the existing automotive dealership and an additional 10 acres that the dealership would like to expand on, mainly for inventory parking and stormwater pond. The property was recently annexed into the City with a designation of C-2 General Commercial with the understanding that any expansion would require a Conditional Use Permit.

The project consists of an existing 20,000 square foot building with a proposed building expansion of 28,956 square feet. The total building square footage is 48,956 square feet, as shown on the plan prepared by Germana Engineering and Associates, LLC, dated 07-01-16 Preliminary-Concept Plan. In addition, the owner will be adding 300 inventory parking stalls to the rear of the project area. The stormwater pond will be relocated further back on the property

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 2

and redesigned to treat the additional impervious surface on the site. The site will be required to meet the Land Development Code and proceed through site plan review.

Staff recommends approval of Resolution 2016-29.

Chris Germana, 1120 W. Minneola Ave., stated that they are wanting to enlarge the service area of the facility. He stated that it will free up some parking for customers, create a new inventory area, and enhance the landscape features to give more curb appeal to this facility.

Commissioner Solis stated that he is in agreement with the improvements. He stated that it is hard to get in and out of that dealership.

Commissioner Whitehead asked if the landscaping will be enhanced.

Mr. Germana stated that there are landscape islands in the parking area. He stated that there is a large tree area and a wetland in the back of the property so they will not build in the rear of the property.

Commissioner Whitehead asked if the entrance into the facility will be enlarged.

Mr. Germana stated that the entrance will remain the same, however there will be improvements to the front of the facility. He stated that the inventory will be displaced to the rear and right side of the site to open up the front area.

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

3. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a multifamily development with more than 12 units, and up to 12 units per acre.

PROJECT: Mason's Ridge

Planning Manager Henschel presented the staff report as follows:

The Mason's Ridge project is a proposed multi-family development consisting of 102 apartments located at the southwest corner of Pitt Street and Grand Highway. The parcel is zoned C-2 general commercial with a future land use of residential / office. The C-2 zoning allows for multifamily uses (with an approved Conditional Use Permit) provided the development follows the R-3 (Residential/Professional) zoning district regulations. The applicant is also proposing to maximize the allowable density of 12 units per acre that is allowable under the Comprehensive Plan with an approved Conditional use permit.



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: Jul 1, 2016

FEE: \$1,000

PROJECT NAME (if applicable): NAPLETON

APPLICANT: GERMANA ENGINEERING AND ASSOCIATES, llc

CONTACT PERSON: CHRISTOPHER GERMANA

Address: 1120 W. MINNEOLA AVENUE

City: CLERMONT State: FLORIDA Zip: 34711

Phone: 352-242-9329 Fax:

E-Mail: cgermana@germanaengineering.com

OWNER: CLERMONT MOTORS, llc

Address: c/o THE NAPLETON GROUP, 1 OAKBROOK TERRACE

City: Oakbrook Terrace State: IL Zip: 60181

Phone: 603-455-2945 Fax:

Address of Subject Property: 15859 SR 50, CLERMONT

General Location: N. OF SR 50, E OF GREATER HILLS BLVD.,
W. OF CR 455 AND S. OF GREATER HILLS PHASE 2
SUBDIVISION.

Legal Description (include copy of survey): SEE ATTACHED

Land Use (City verification required): COMMERCIAL

Zoning (City verification required): C-2 GENERAL COMMERCIAL DISTRICT



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

PROPOSED 26,686 SF BUILDING ADDITION AT THE NAPLETON CAR
DEALERSHIP PROPERTY. THE NEW BUILDING ADDITION WILL GENERALLY BE
LOCATED IN THE BACK OF THE EXISTING BUILDING. ADDITIONAL PARKING
WILL BE CREATED FOR NEW CAR INVENTORY AND ALLOW FOR MORE
CUSTOMER PARKING IN THE FRONT OF THE EXISTING BUILDING. THE FRONT
OF THE EXISTING BUILDING WILL ALSO BE EXPANDED BY ENCLOSING THE
EXISTING OUTDOOR (UNDER ROOF) AREAS BY 2,270 SF. THE EXISTING
STORMWATER POND WILL BE RELOCATED TO THE BACK OF THE PROPERTY
AND WILL BE DESIGNED FOR THE EXISTING AND PROPOSED
IMPROVEMENTS.

CHRISTOPHER GERMANA

Applicant Name (print)

X

Christopher Germana

Applicant Name (signature)

PETE GRINNELL

Owner Name (print)

X

Pete Grinnell

Owner Name (signature)

***** NOTICE *****

**IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL
BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED
UNTIL CORRECTIONS ARE MADE.**

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

INSTRUMENT #2015139144
OR BK 4721 PG 2428 - 2430 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00

2 **Prepared by and return to:**

Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Personal Representative Deed

This Warranty Deed made this 18th day of December, 2015 by Betty Shelton, as Successor Personal Representative of the Estate of Bill Russell Watson, deceased, whose post office address is 722 E. Desoto Street, Clermont, Florida 34711, grantor(s), to Clermont Motors, LLC, an Illinois limited liability company, successor by merger to EFN Clermont Property, LLC, a Florida limited liability company, whose post office address is 15859 SR 50, Clermont, FL 34711, grantee(s):

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

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

EXHIBIT A

As to Personal Representative Deed

1. **Distribution Easement given to Florida Power Corporation, recorded on November 24, 1982 in Official Records Book 762, Page 1457.**
2. **Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 373; Official Records Book 740, Page 377; Official Records Book 795, Page 1133; and Official Records Book 4499, Page 797**

Signed, sealed and delivered in our presence:

Val Silva
Witness Name: Val Silva

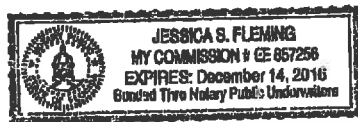
[Signature]
Witness Name: JESSICA FLEMING

Betty Shelton
Betty Shelton, Successor Trustee of The Bill R. Watson
Trust, dated January 3, 2012

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, Successor Trustee of The Bill R. Watson Trust Agreement, dated January 3, 2012, who ☐ is personally known or ☒ has produced FL DL as identification.

[Notary Seal]



[Signature]
Notary Public

Printed Name: JESSICA FLEMING

My Commission Expires: 12.14.16

INSTRUMENT #2015139144
OR BK 4721 PG 2428 - 2430 (3 PGS)
DATE: 12/29/2015 2:53:12 PM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$27.00

2
Prepared by and return to:
Kelly A. Pitcher
Employee
Merideth C. Nagel, P.A. Attorney at Law
1201 W. Hwy 50
Clermont, FL 34711
352-394-7408
File Number: SN15-210

[Space Above This Line For Recording Data]

Personal Representative Deed

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

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by, said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees successors and assigns forever, the following described land, situate, lying and being in Lake County, Florida, to-wit:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the Point of Beginning.

The property described herein is not now, nor has it ever been, the primary residence/homestead of the owner or the owner's spouse or dependent child, if any. Further, the property is not contiguous to such persons' homestead.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining to the Property, subject to restrictions, reservations, covenants and easements of record, if any, and all other matters listed in Exhibit A, annexed hereto and by this reference made a part hereof, but nothing herein shall reimpose same.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, except for those matters shown in Exhibit A.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

EXHIBIT A

As to Personal Representative Deed

1. Distribution Easement given to Florida Power Corporation, recorded on November 24, 1982 in Official Records Book 762, Page 1457.
2. Easement for ingress and egress over the South 50 feet as shown on those certain Deeds recorded in Official Records Book 740, Page 373; Official Records Book 740, Page 377; Official Records Book 795, Page 1133; and Official Records Book 4499, Page 797

Signed, sealed and delivered in our presence:

Val Silva
Witness Name: Val Silva

[Signature]

Witness Name: JESSICA Fleming

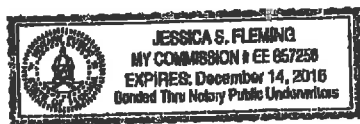
Betty Shelton

Betty Shelton, Successor Trustee of The Bill R. Watson Trust, dated January 3, 2012

State of Florida
County of Lake

The foregoing instrument was acknowledged before me this 18th day of December, 2015 by Betty Shelton, Successor Trustee of The Bill R. Watson Trust Agreement, dated January 3, 2012, who ☐ is personally known or ☒ has produced FL DL as identification.

[Notary Seal]



[Signature]

Notary Public

Printed Name: JESSICA Fleming

My Commission Expires: 12.14.16

LEGAL DESCRIPTION

(Clermont Motors LLC Property, a/k/a Napleton Property)

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 SECTION 27, T22S, R26E, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 27; THENCE S89°13'47"E ALONG THE NORTH LINE OF SAID NE 1/4, A DISTANCE OF 1340.20 FEET TO A POINT ON THE EAST LINE OF GREATER HILLS, PHASE 1, AS RECORDED IN PLAT BOOK 30, PAGE 42, OF THE OFFICIAL RECORDS OF LAKE COUNTY, FLORIDA; THENCE LEAVING THE NORTH LINE OF SAID NORTHEAST 1/4 S0°07'47"W ALONG THE EAST LINE OF SAID GREATER HILLS, PHASE 1, A DISTANCE OF 693.79 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF THE FORMER ATLANTIC COAST LINE RAILROAD (50 FOOT RIGHT OF WAY), THENCE LEAVING THE EAST LINE OF SAID GREATER HILLS, PHASE 1, SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 651.07 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 26°14'00", AND A CHORD BEARING AND DISTANCE OF S80°26'00"E, 645.40 FEET) TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING.

THENCE CONTINUING SOUTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT, BEING ALSO ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, AN ARC DISTANCE OF 146.14 FEET (SAID CURVE HAVING A RADIUS OF 1422.00 FEET, A DELTA ANGLE OF 5°53'17", AND A CHORD BEARING AND DISTANCE OF N83°30'22"E, 146.07 FEET) TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, N80°34'55"E A DISTANCE OF 498.07 FEET TO A POINT ON THE EAST LINE OF SAID NE 1/4; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID ATLANTIC COAST LINE RAILROAD, S0°05'07"W ALONG THE EAST LINE OF SAID NE 1/4 A DISTANCE OF 464.55 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF STATE ROUTE 50 (VARIABLE RIGHT OF WAY); THENCE LEAVING THE EAST LINE OF SAID NE 1/4, N89°23'48"W ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, A DISTANCE OF 60.74 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°36'12"E A DISTANCE OF 18.00 FEET TO A POINT; THENCE CONTINUING ALONG THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N89°23'48"W A DISTANCE OF 576.05 FEET TO A POINT; THENCE LEAVING THE NORTHERLY RIGHT OF WAY LINE OF SAID STATE ROUTE 50, N0°07'47"E A DISTANCE OF 341.83 FEET TO THE POINT OF BEGINNING.

AND

PARCEL NO. 1:

BEGIN AT THE NORTHEAST CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE NORTH 88°48'21" WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 305.35 FEET; THENCE SOUTH 00°29'36" WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 740.66 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE NORTH 81°00'36" EAST, ALONG SAID RIGHT OF WAY, 309.56 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE NORTH 00°29'36" EAST, ALONG SAID EAST LINE, 685.92 FEET TO THE POINT OF BEGINNING. LESS A 50 FOOT EASEMENT FOR INGRESS AND EGRESS OVER THE SOUTHERLY BOUNDARY THEREOF.

AND

LEGAL DESCRIPTION

(Clermont Motors LLC Property, a/k/a Napleton Property)

A parcel of land located in the Northeast 1/4 Section 27; T22S, R26E, Lake County, Florida, more particularly described as follows:

Commencing at the North 1/4 corner of said Section 27, Thence S89°13'47"E along the North line of said NE 1/4, a distance of 1340.20 feet to a point on the east line of Greater Hills, Phase 1, as recorded in Plat Book 30, Page 42, of the Official Records of Lake County, Florida; thence leaving the North line of said Northeast 1/4 S0°07'47"W along the East line of said Greater Hills, Phase 1, a distance of 693.79 Feet to a point on the Northerly right of way line of the former Atlantic Coast Line Railroad (50 foot right of way), thence leaving the East line of said Greater Hills, Phase 1, Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 651.07 feet (said curve having a radius of 1422.00 feet, a delta angle of 26°14'00", and a chord bearing and distance of S80°26'00"E, 645.40 feet) to a point, said point also being the point of beginning.

Thence continuing Southeasterly along a non-tangent curve to the left, being also along the Northerly right of way line of said Atlantic Coast Line Railroad, an arc distance of 146.14 feet (said curve having a radius of 1422.00 feet, a delta angle of 5°53'17", and a chord bearing and distance of N83°30'22"E, 146.07 feet) to a point; thence continuing along the Northerly right of way line of said Atlantic Coast Line Railroad N80°34'55"E a distance of 498.07 feet to a point on the East line of said NE 1/4; thence leaving the Northerly right of way line of said Atlantic Coast Line Railroad, S0°05'07"W along the East line of said NE 1/4 a distance of 464.55 feet to a point on the Northerly right of way line of State Route 50 (variable right of way); thence leaving the East line of said NE 1/4, N89°23'48"W along the Northerly right of way line of said State Route 50, a distance of 60.74 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N0°36'12"E a distance of 18.00 feet to a point; thence continuing along the Northerly right of way line of said State Route 50, N89°23'48"W a distance of 576.05 feet to a point; thence leaving the Northerly right of way line of said State Route 50, N0°07'47"E a distance of 341.83 feet to the point of beginning.

AND

PARCEL NO. 1:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27, a distance of 305.35 feet; thence South 00°29'36" West, parallel with the East line of the Northeast 1/4 of said Section 27, a distance of 740.66 feet to the Northerly right of way line of the Seaboard Coastline Railroad; thence North 81°00'36" East, along said right of way, 309.56 feet to the East line of the Northeast 1/4 of said Section 27; thence North 00°29'36" East, along said East line, 685.92 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

AND

PARCEL NO. 2:

Begin at the Northeast corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida; thence North 88°48'21" West, along the North line of said Section 27 a distance of 305.35 feet to a point of beginning, thence continue North 88°48'21" West, along said North line, 284.15 feet; thence South 00°14'44" West, parallel with the East line of the northeast 1/4 of said Section 27, a distance of 787.78 feet to the Northerly right of way line of the seaboard Coastline Railroad; thence Northeasterly, along said right of way and a curve concave northerly, having a radius of 1422.00 feet and an arc distance of 95.58 feet, to the point of tangency; thence North 81°00'36" East, along said right of way line, 188.57 feet; thence North 00°29'36" East, 740.66 feet to the point of beginning. Less a 50 foot easement for ingress and egress over the Southerly boundary thereof.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow an expansion to an existing automotive dealership in the C-2 General Commercial Zoning District, at the following location:

LOCATION

Napleton
15859 State Road 50
AK 3329198, 2585021, & 2585013

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

This request will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, August 23, 2016 at 6:30pm.

All meetings will be held in 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
July 26 and August 16, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Resolution No. 2016-30 <i>Mason's Ridge</i>		
Requested Action		
Recommend approval of Resolution 2016-30.		
Staff Report		
The Mason's Ridge project is a proposed multi-family development consisting of 102 apartments located at the southwest corner of Pitt Street and Grand Highway. The parcel is zoned C-2 General Commercial with a future land use of Residential/Office. The C-2 zoning allows for multifamily uses with an approved conditional use permit (CUP), provided the development follows the R-3 (Residential/Professional) zoning district regulations. The applicant is also proposing to maximize the allowable density of 12 units per acre that is allowable under the comprehensive plan with an approved CUP. The proposed units will be two stories tall and will fall under the City's maximum height requirement of 45 feet (proposed units will be approximately 24 feet tall). The 8.5-acre vacant parcel is topographically challenged, with approximately 60 feet of fall from the west property line down to Grand Highway. The applicant will also be requesting two variances for consideration with the CUP. One is for grading on the parcel, and the second is for wall heights greater than 6 feet. Staff recommends approval of Resolution 2016-30 to allow 12 units per acre for the project, not to exceed an overall unit count of 102 units. <i>At the August 2, 2016 Planning and Zoning Commission meeting, Commissioner Jack Martin moved to recommend approval of the conditional use permit; seconded by Commissioner Carlos Solis. The vote was 3-3. Since the vote was a tie, the action moves forward to City Council as a denial. Commissioners Martin and Solis and Chairman Nick Jones in favor; Commissioners Judy Proli, Cuqui Whitehead and Tony Hubbard opposing.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	Resolution	CUP RES 2016-30.docx
2.	Location Map	Location Map 2.docx
3.	Concept plan	Mason Ridge CUP.pdf
4.	Site plan	Site plan.pdf
5.	Elevations	Elevations.pdf
6.	Minutes	P&Z minutes.pdf
7.	Application	CUP application.pdf
8.	Survey	Survey.pdf
9.	Legal ad	Mason Ridge CUP Ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2016-30**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MULTI-FAMILY DEVELOPMENT WITH MORE THAN 12 UNITS, AND UP TO 12 UNITS PER ACRE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held August 2, 2016 voted 3-3, and as a tie, the action moves forward as a recommendation of denial for this Conditional Use Permit to allow a multifamily development with more than 12 units, and up to 12 units per acre, at the following location:

LOCATION:

Vacant property south of Pitt Street, east of Highway 27, and west of Grand Highway
Alternate keys 1070422 & 2702184

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location.

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

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

This application for a Conditional Use Permit to allow a multifamily development with more than 12 units, and up to 12 units per acre; be granted subject to the following conditions:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the conceptual site plan dated June 22, 2016 prepared by BESH Engineering. Formal Construction Plans, incorporating all conditions stated in this Permit shall be submitted for review and approval by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The Conceptual Site Plans submitted with the Conditional Use Permit application are not the approved Construction Plans.

CITY OF CLERMONT
RESOLUTION NO. 2016-30

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
6. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
10. No business can occupy any portion of a building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

Section 2- Land Use

1. This Conditional Use Permit (CUP) is for a multi-family residential development with up to 102 apartments on 8.5 acres, for a density of 12 dwelling units/acre.

CITY OF CLERMONT
RESOLUTION NO. 2016-30

2. The City's Site Review Committee must approve the Site Plan prior to the Construction Plan approval.
3. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. All excavated material shall be stored in a location approved by the City Engineer.
3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.
4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Grand Highway, and Pitt Street and within the development, in accordance with Florida Department of Transportation regulations and City Codes.
2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on- and off-site transportation designs are the sole responsibility of the developer.
3. A traffic study in accordance with City Codes shall be required to address Level of Service (LOS) for the area. The applicant/owner must coordinate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) for compliance with the Transportation Management System (TMS).

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City Code.

CITY OF CLERMONT
RESOLUTION NO. 2016-30

2. The project shall be plumbed for reuse water with purple piping, until such time as reuse water is available, irrigation water shall be provided for by well.

Section 6 – Landscaping

1. The Landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the development.
2. All landscape plans and plantings shall meet or exceed the City of Clermont Code.

Section 7 - Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.
2. All fencing within public view shall be ornamental metal or brick, as approved by the Site Review Committee.

CITY OF CLERMONT
RESOLUTION NO. 2016-30

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of August, 2016.

CITY OF CLERMONT

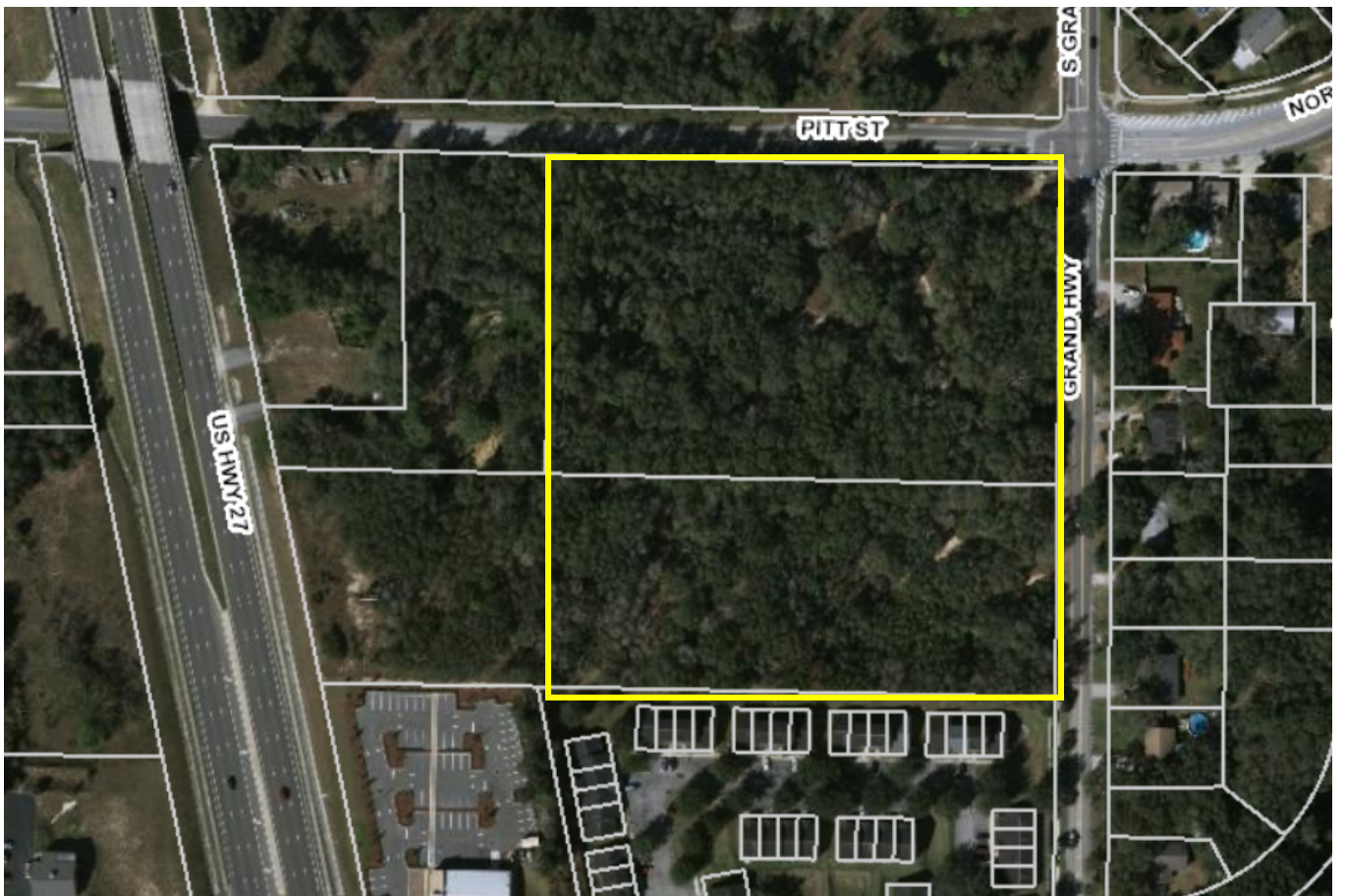
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



OWNER: ALP INVESTMENTS LLC
13686 BROMLEY POINT DRIVE
JACKSONVILLE, FL 32225

EXISTING FLU: RESIDENTIAL / OFFICE

EXISTING ZONING: C-2

EXISTING USE: VACANT

PROPOSED USE: RESIDENTIAL MULTI-FAMILY

TOTAL AREA: 8.54 ACRES

ALTERNATE KEY: 2702184 (ALL) & 1070422 (PARTIAL)

ADJACENT ZONING:

NORTH	C-2
SOUTH	R-2 / R-3-A
EAST	A (LAKE COUNTY)
WEST	C-2

FLU:

NORTH	RESIDENTIAL / OFFICE
SOUTH	MEDIUM DENSITY RESIDENTIAL
EAST	URBAN MEDIUM DENSITY (LAKE CO)
WEST	GENERAL COMMERCIAL

EXISTING USE:

NORTH	VACANT
SOUTH	RESIDENTIAL MULTI-FAMILY
EAST	RESIDENTIAL SINGLE FAMILY
WEST	VACANT

SETBACKS:

FRONT:	25'
SIDE:	25'
REAR:	25'
STREET:	25'

LANDSCAPE BUFFERS:

NORTH	15'
SOUTH	10'
EAST	15'
WEST	10'

WATER: CITY OF CLERMONT

SEWER: CITY OF CLERMONT

BUILDING HEIGHT: 45' MAXIMUM

WELANDS: NONE

PARKING REQUIRED: 221 SPACES
2 SPACES PER TWO BEDROOM UNIT
2.5 SPACES PER THREE BEDROOM UNIT
AS SHOWN: 17 BUILDINGS
EACH BUILDING: 2 - 3 BEDROOM = 5 SPACES
 4 - 2 BEDROOM = 8 SPACES
TOTAL PER BUILDING: 13 SPACES

PARKING PROVIDED: 221 SPACES

VARIANCES REQUESTED: MAXIMUM CUT 20' FOR 20% OF SITE
MAXIMUM FILL 20' FOR 20% OF SITE
MAXIMUM RETAINING WALL 10' HEIGHT

Begin at the intersection of the South right-of-way line at Pitt Street with the west right-of-way line of Grand Highway as shown on the plat of the City of Clermont, according to the plat thereof recorded in Plat Book 8, pages 17 thru 23, inclusive, Public Records of Lake County, Florida; thence N. 89°35'53" W. along the said South right-of-way line of Pitt Street; 600.96 feet to a concrete monument; thence S. 0°35'26" E., 370.25 feet to a concrete monument; thence S. 89°35'53" E., 600.93 feet to a concrete monument on the said West right-of-way line of Grand Highway; thence N. 0°35'26" W. along said right-of-way line, 368.63 feet to a concrete monument and the Point of Beginning, containing 5.0961 acres, more or less.

-AND-

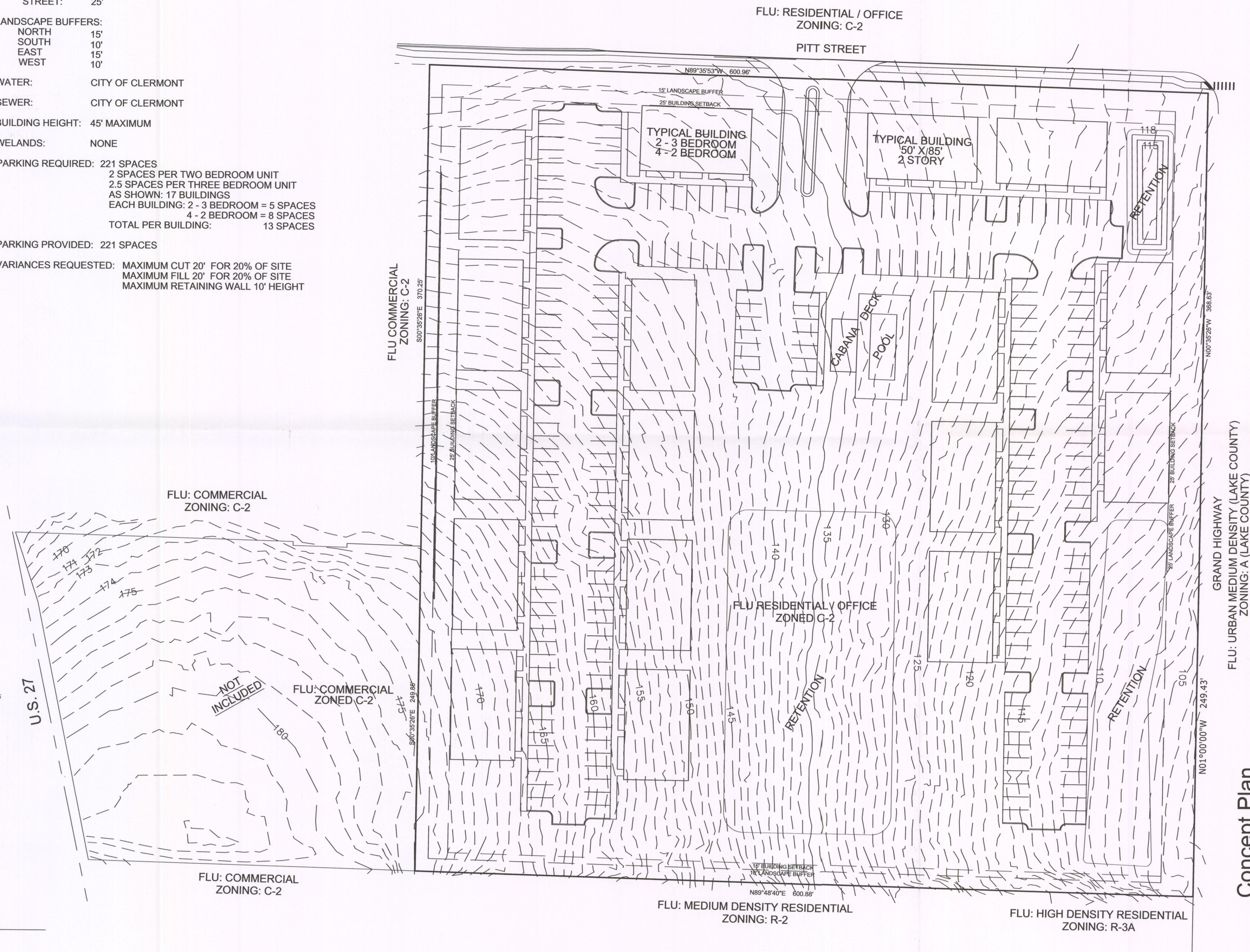
The East 600.88 feet of the North 250 feet of the South 20 acres of Tract 34, Lake Highlands Company Plat, lying East of U.S. Highway Number 27, in section 19, Township 22 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commencing at East ¼ corner of Section 19, Township 22 South, Range 26 East, thence South 01°00'00" East along the East boundary of said Section 19 a distance of 399.09 feet, being the Point of Beginning; thence a distance of 30 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence North 89°53'38" West a distance of 300.93 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence North 89°53'38" West a distance of 600.93 feet, being South 00°35'26" East a distance of 249.85 feet, thence N. 89°48'40" E., a distance of 600.88 feet to said West right-of-way line of Grand Avenue, thence N. 01°00'00" W., a distance of 249.43 feet to the Point of Beginning; all being and lying in Lake County, Florida.

2016-06-21 16:								
CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	2	Southern Magnolia	Magnolia grandiflora	65 gal	3"Cal	12' x 6'	As Shown	Native
	1	Sycamore	Platanus occidentalis	65 gal	3"Cal	12' x 6'	As Shown	Native
	2	Live Oak	Quercus virginiana	65 gal	3"Cal	12' x 6'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	2	Dahoon Holly	Ilex cassine	-		8' x 4'	As Shown	Native
	3	Yaupon Holly	Ilex vomitoria	-		8' x 4'	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	34	Ligustrum Shrub	Ligustrum japonicum	3 gal	24"	18"	36"	Non Native
	34	Walter's Viburnum	Viburnum obovatum	3 gal	24"	18"	36"	Native

2016-06-21 16:

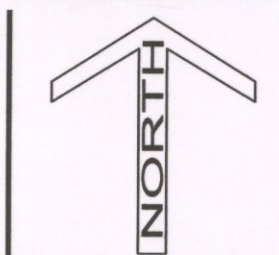
Conceptual Landscape Buffers



FLU: URBAN MEDIUM DENSITY (LAKE COUNTY)
ZONING: A (LAKE COUNTY)

Concept Plan

Mason's Ridge
Clermont, Florida



Drawing Number: 1286-02
Originated From: 1286-01
Date: June 22, 2016
Scale: 1"=40'
Drawn By: TWG / BESH
Layout: 24"x36"

Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC260000288

PLAT OF SURVEY

DESCRIPTION: (AS FURNISHED)

Begin at the intersection of the South right-of-way line of Pitt Street with the West right-of-way line of Grand Highway as shown on the plat of the City of Clermont, according to the plat thereof recorded in Plat Book 8, pages 17 thru 23, inclusive, Public Records of Lake County, Florida; thence N. 89°35'53" W. along the said South right-of-way line of Pitt Street; 600.96 feet to a concrete monument; thence S. 0°35'26" E., 370.25 feet to a concrete monument; thence S. 89°35'53" E., 600.93 feet to a concrete monument on the said West right-of-way line of Grand Highway; thence N. 0°35'26" W. along said right-of-way line, 368.63 feet to a concrete monument and the Point of Beginning, containing 5.0961 acres, more or less.

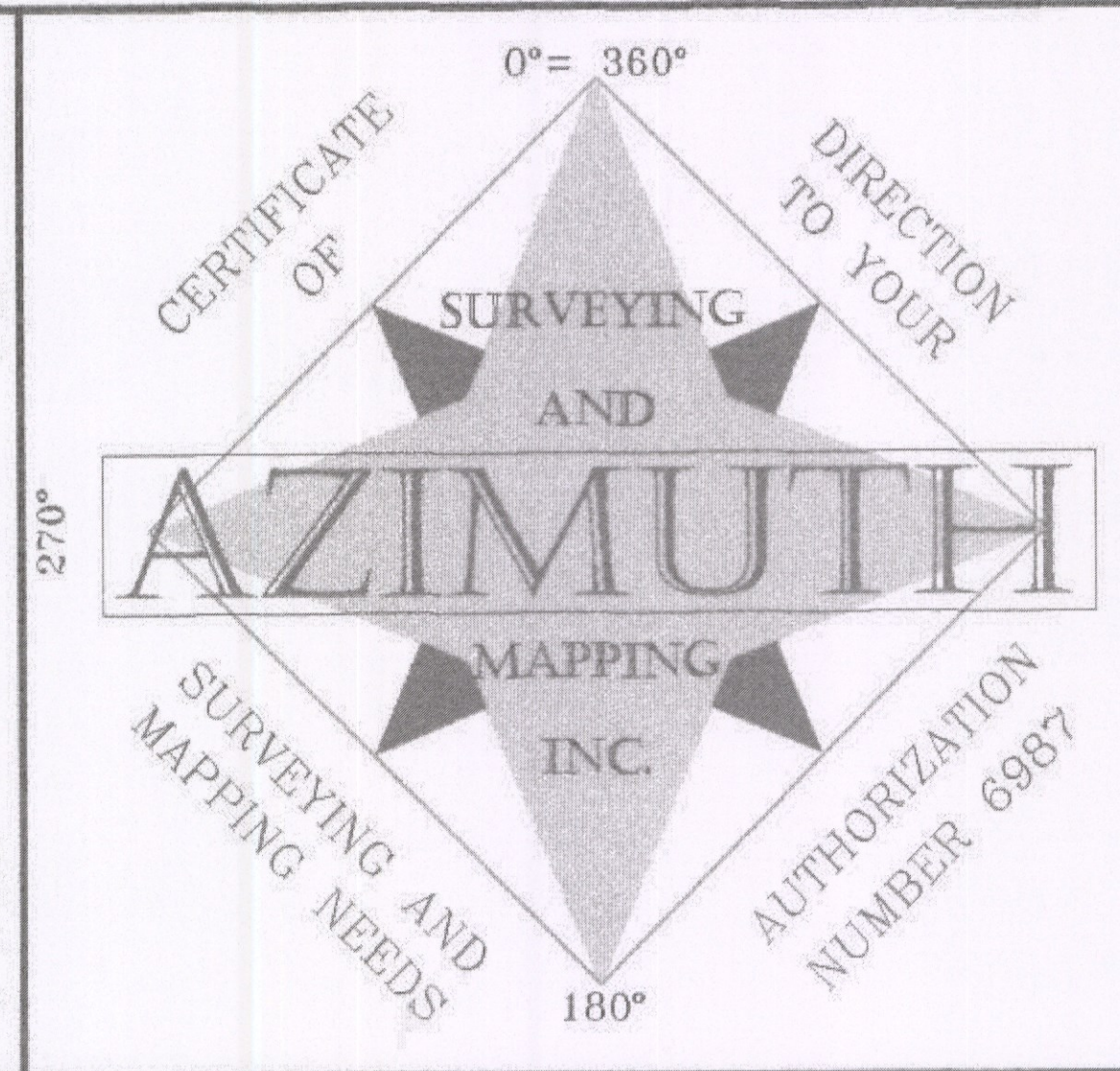
-AND-

The North 250 feet of the South 20 acres of Tract 34, Lake Highlands Company Plat, lying East of U.S. Highway Number 27, in section 19, Township 22 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commencing at East 1/4 corner of Section 19, Township 22 South, Range 26 East, thence South 01°00'00" East along the East boundary of said Section 19 a distance of 399.09 feet, thence South 89°53'38" West a distance of 30 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence South 89°53'38" West a distance of 660.98 feet, thence South 01°00'00" East a distance of 3 feet, thence South 89°53'38" West a distance of 41.99 feet, thence North 01°00'00" West a distance of 3 feet, thence South 89°53'38" West a distance of 213.02 feet to the Easterly right-of-way of U.S Highway No. 27, thence S. 18°11'10" E. along said right-of-way line, a distance of 55.31 feet, thence continuing along said right-of-way line S. 13°07'10" E., a distance of 203.06 feet, thence N. 89°48'40" E., a distance of 856.99 feet to said West right-of-way line of Grand Avenue, thence N. 01°00'00" W., a distance of 249.43 feet to the Point of Beginning; all being and lying in Lake County, Florida.

AZIMUTH SURVEYING AND MAPPING, INC. 91 BROAD STREET, SUITE "A" WINTER GARDEN, FLORIDA, 34787	
(FIELD DATE:) 8/07/2004	REVISED:
SCALE: 1" = 100 FEET	
APPROVED BY: TAD	
JOB NO. AZI02875	
DRAWN BY: TAD	
CERTIFICATE: I HEREBY CERTIFY THAT A FIELD SURVEY HAS BEEN PERFORMED ON THE GROUND UNDER MY DIRECT SUPERVISION FOR THE PURPOSES DESCRIBED HEREON, AND THIS DRAWING IS A REPRESENTATION OF SAID SURVEY. THIS SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS SET FORTH IN CHAPTER 61G17-5 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.	
THOMAS A. DOWNS, P.S.M. #4991	DATE 8/11/04

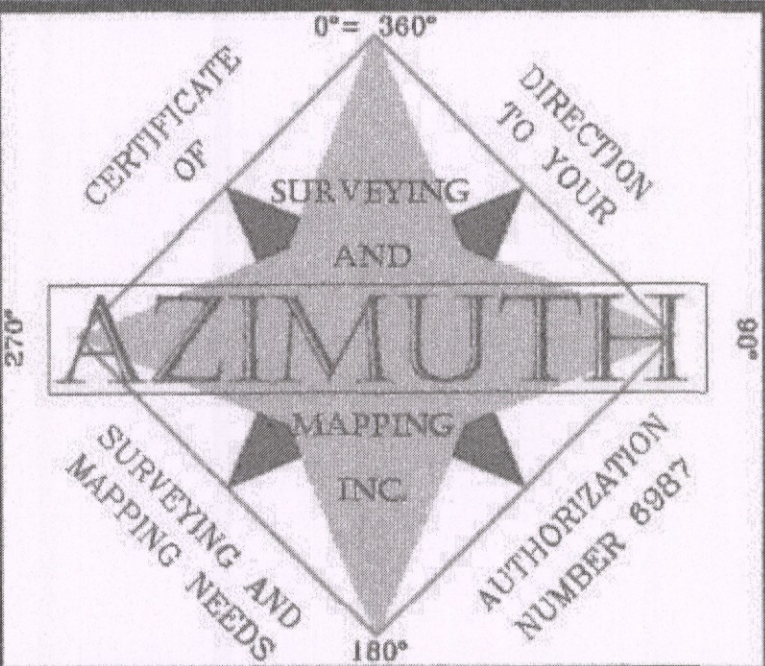
- NOTES:**
1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SE 1/4 OF SECTION 19-22-26, BEING 500°27'20"W, AN ASSUMED DATUM.
 2. I HAVE EXAMINED THE F.I.R.M. COMMUNITY PANEL NUMBER 120133 0565 D, DATED 7/03/02 AND FOUND THE SUBJECT PROPERTY APPEARS TO LIE IN ZONE X, AREA OUTSIDE THE 100 YEAR FLOOD.
 3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
 4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
 5. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
 6. THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR PER THE DATE OF THIS SURVEY.
 7. ELEVATIONS SHOWN HEREON ARE BASED ON F.D.O.T. BENCHMARK DS PID #115003, ELEVATION 197.401 NAVD 1988.



LEGEND:	
⊙	DENOTES SET 1/2" IRON ROD AND CAP LB #6987
□	DENOTES FOUND MONUMENT AS DESCRIBED HEREON
○	DENOTES FOUND MONUMENT AS DESCRIBED HEREON
(P)	DENOTES PLAT
(D)	DENOTES PER DESCRIPTION
(M)	DENOTES MEASURED
(C)	DENOTES CALCULATED
(TYP)	DENOTES TYPICAL
WF	DENOTES WOOD FENCE
CLF	DENOTES CHAIN LINK FENCE
ON	DENOTES ON SUBJECT PROPERTY
OFF	DENOTES OFF SUBJECT PROPERTY
CNA	DENOTES CORNER NOT ACCESSIBLE
■	DENOTES CONCRETE
▨	DENOTES WOOD
▩	DENOTES BRICK
⊙	DENOTES UTILITY POLE
⊙	DENOTES GUY ANCHOR
⊙	DENOTES SIGN
⊙	DENOTES WATER VALVE
RCP	DENOTES REINFORCED CONCRETE PIPE
OHUL	DENOTES OVERHEAD UTILITY LINE
PRM	DENOTES PERMANENT REFERENCE MONUMENT
PCP	DENOTES PERMANENT CONTROL POINT
BSL	DENOTES BUILDING SETBACK LINE
A/C	DENOTES AIR CONDITIONER
CBW	DENOTES CONCRETE BLOCK WALL
PC	DENOTES POINT OF CURVATURE
PI	DENOTES POINT OF INTERSECTION
C.B.	DENOTES CHORD BEARING
UG	DENOTES UNDERGROUND
CCR	DENOTES CERTIFIED CORNER RECORD
x 99.9'	DENOTES SPOT ELEVATION AS SPECIFIED
P.O.C.	DENOTES POINT OF COMMENCEMENT
P.O.B.	DENOTES POINT OF BEGINNING
(SFIPO)	DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY.
F.D.O.T.	DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
---	DENOTES RIGHT OF WAY LINE
---	DENOTES CENTERLINE
---	DENOTES OVERHEAD UTILITY LINE
⊙	DENOTES LIGHT POST
D.B.H.	DENOTES TREE TRUNK DIAMETER AT BREAST HEIGHT

SEE SHEET 2 OF 4 SHEETS FOR BOUNDARY SURVEY
SEE SHEET 3 OF 4 SHEETS FOR TOPOGRAPHIC SURVEY
SEE SHEET 4 OF 4 SHEETS FOR TREE SURVEY
SHEET 1 OF 4 SHEETS
CERTIFIED TO: HIGHLANDS ASSOCIATES, L.L.C. GRAY ROBINSON, P.A. AMERICAN PIONEER TITLE INSURANCE FIRST FEDERAL SAVINGS BANK OF LAKE COUNTY

PLAT OF TOPOGRAPHIC SURVEY



REMAINDER OF
TRACT 34, BLOCK O,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

REMAINDER OF
TRACT 34, BLOCK O,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

PITT STREET
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FDOT) (M)

GRAND HIGHWAY
GRAND AVENUE (D)
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FDOT) (M)

HILLSIDE VILLAS
PLAT BOOK 30, PAGES 94 & 95

AZIMUTH
SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE "A"
WINTER GARDEN, FLORIDA, 34787

(FIELD DATE:) 8/07/2004
SCALE: 1" = 100 FEET
APPROVED BY: TAD
JOB NO. AZI02875
DRAWN BY: TAD

ELEVATIONS SHOWN HEREON ARE BASE ON F.D.O.T.
BENCHMARK DS PID #115003, ELEVATION 197.401'
NAVD 1988.

SEE SHEET 2 OF 4 SHEETS FOR
BOUNDARY SURVEY

SEE SHEET 4 OF 4 SHEETS FOR
TREE SURVEY

SEE SHEET 1 OF 4 SHEETS FOR
LEGAL DESCRIPTION AS FURNISHED
AND SURVEYOR'S NOTES, CERTIFICATE
AND LEGEND

SHEET 3 OF 4 SHEETS

FOUND 4" x 4" CONCRETE
MONUMENT WITH BRASS
DISK STAMPED "C.L. P.C.
STA. 845+09.199"
PC (FDOT)

FOUND 5/8" IRON
ROD & CAP LB#6167
S88°32'21"E
102.71'

FOUND 5/8" IRON
ROD & CAP LB#6167
FOUND 1/2" IRON ROD
& CAP LB#6528
2.6' E & 0.9' S

1012.35' (M)
1012.44' (FDOT)
S88°09'37"E (FDOT)
S88°23'18"E (M)

600.96'
N88°32'21"W (M)

370.25' (D)
370.46'
S00°24'47"W (M)

213.02' (D)
214.37' (M)
N88°42'49"W
S89°53'38"W (D)

41.61' (M)
N88°42'49"W
S89°53'38"W (D)
56.74' (M)
N88°42'49"W

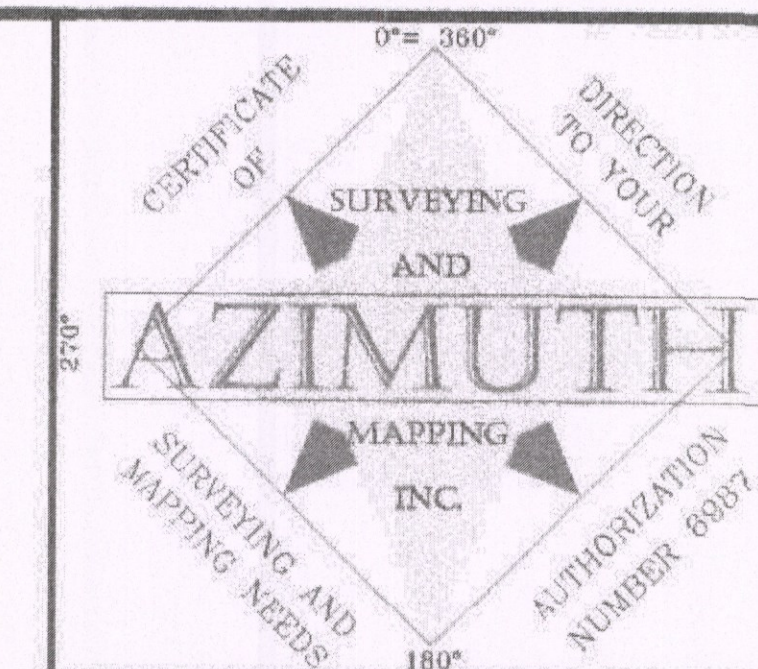
SITE BENCHMARK
TOP 4" x 4" CONCRETE
MONUMENT (NO NUMBER)
ELEVATION = 176.98'

FOUND 5/8" IRON
ROD & CAP LB#6167
FOUND 4" x 4" CONCRETE
MONUMENT LS #4264
1.3' E & 1.6' S

FOUND NAIL &
DISK LS #1916

SE CORNER OF
SE 1/4 OF SECTION
19-22-26
FOUND RAILROAD SPIKE
(NO NUMBER)
CCR #000763 (FDOT)

PLAT OF TREE SURVEY



PITT STREET
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FDOT) (M)

GRAND HIGHWAY
GRAND AVENUE (D)
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FDOT) (M)

REMAINDER OF
TRACT 34, BLOCK O,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

REMAINDER OF
TRACT 34, BLOCK O,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

HILLSIDE VILLAS
PLAT BOOK 30, PAGES 94 & 95

AZIMUTH
SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE "A"
WINTER GARDEN, FLORIDA, 34787

(FIELD DATE:) 8/07/2004
SCALE: 1" = 100 FEET
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SEE SHEET 3 OF 4 SHEETS FOR
TOPOGRAPHIC SURVEY

SEE SHEET 2 OF 4 SHEETS FOR
BOUNDARY SURVEY

SEE SHEET 1 OF 4 SHEETS FOR
LEGAL DESCRIPTION AS FURNISHED
AND SURVEYOR'S NOTES, CERTIFICATE
AND LEGEND

SHEET 4 OF 4 SHEETS

ALL TREES SPECIES SHOWN HEREON
ARE GENERAL ONLY.

18" DENOTES OAK TREE AND
TRUNK D.B.H.

6" DENOTES CHERRY TREE AND
TRUNK D.B.H.

SE CORNER OF
SE 1/4 OF SECTION
19-22-26
FOUND RAILROAD SPIKE
(NO NUMBER)
CCR #000753 (FDOT)

FOUND 5/8" IRON
ROD & CAP LB #6167
FOUND 4" x 4" CONCRETE
MONUMENT LS #4264
1.3' E & 1.6' S

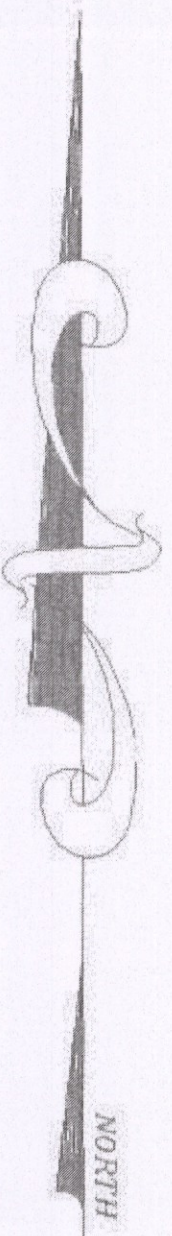
FOUND 4" x 4" CONCRETE
MONUMENT WITH BRASS
DISK STAMPED "C.L. P.T.
STA. 826+65.34"
PT (FDOT)

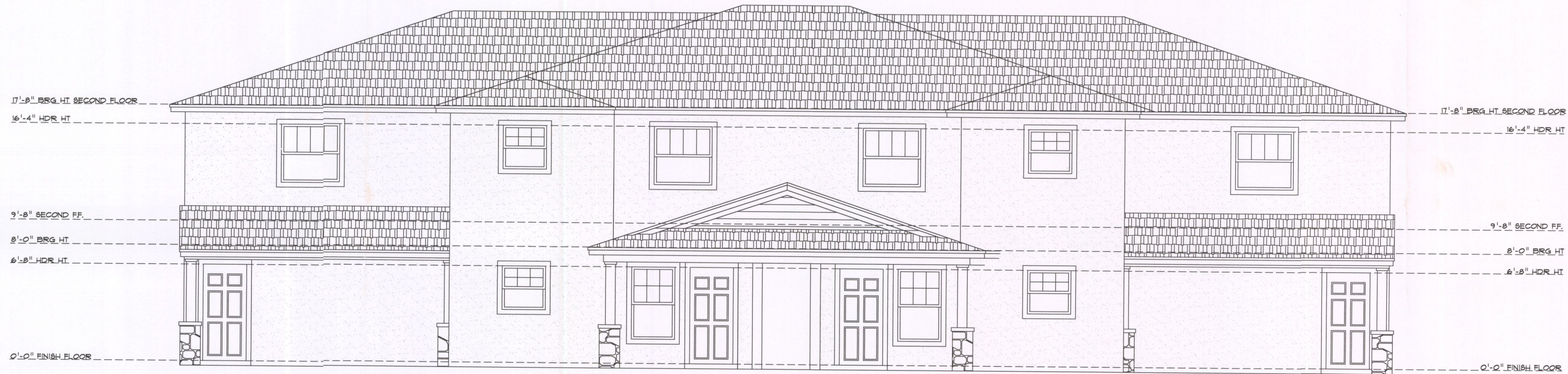
EASTERN RIGHT OF WAY LINE OF
STATE ROAD # 27
PER STATE OF FLORIDA ROAD &
RIVER MAP FOR 1975G, DRAGON 3,
MAP PROL 11200-2-003, SHEETS
& SECTION 5, REVISION DATE
5/11/98

STATE ROAD # 27
U.S. HIGHWAY # 27
IMPROVED ROADWAY
RIGHT OF WAY WIDTH VARIES

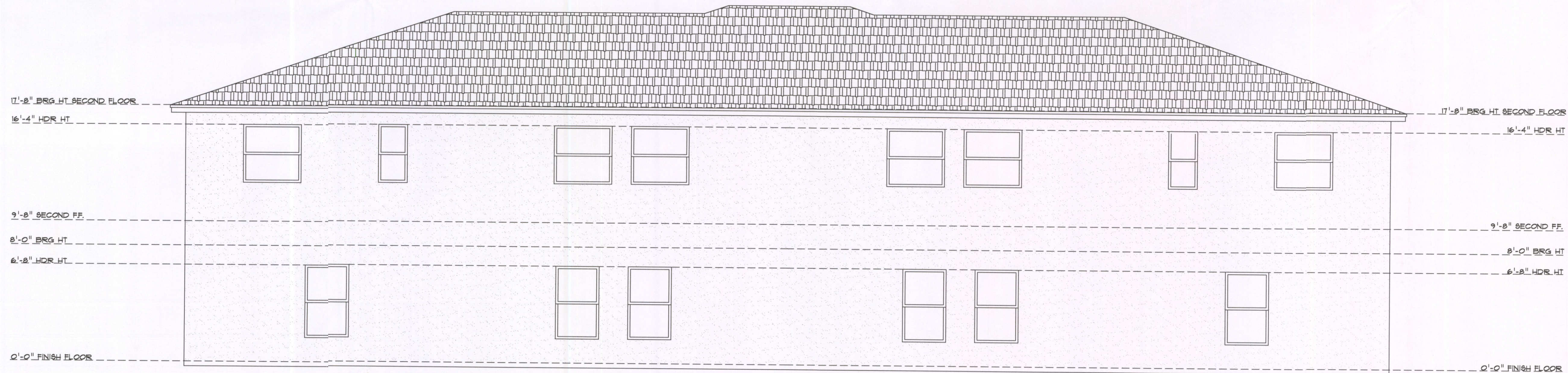
FOUND 4" x 4" CONCRETE
MONUMENT WITH BRASS
DISK STAMPED "C.L. P.C.
STA. 845+08.199"
PC (FDOT)

FOUND 5/8" IRON
ROD & CAP LB #6167
FOUND 1/2" IRON ROD
& CAP LB #6528
2.6' E & 0.9' S





Front Elevation
1/4" = 1'-0"



Rear Elevation
1/4" = 1'-0"

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

ELEVATION

1/4"=1'-0"

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

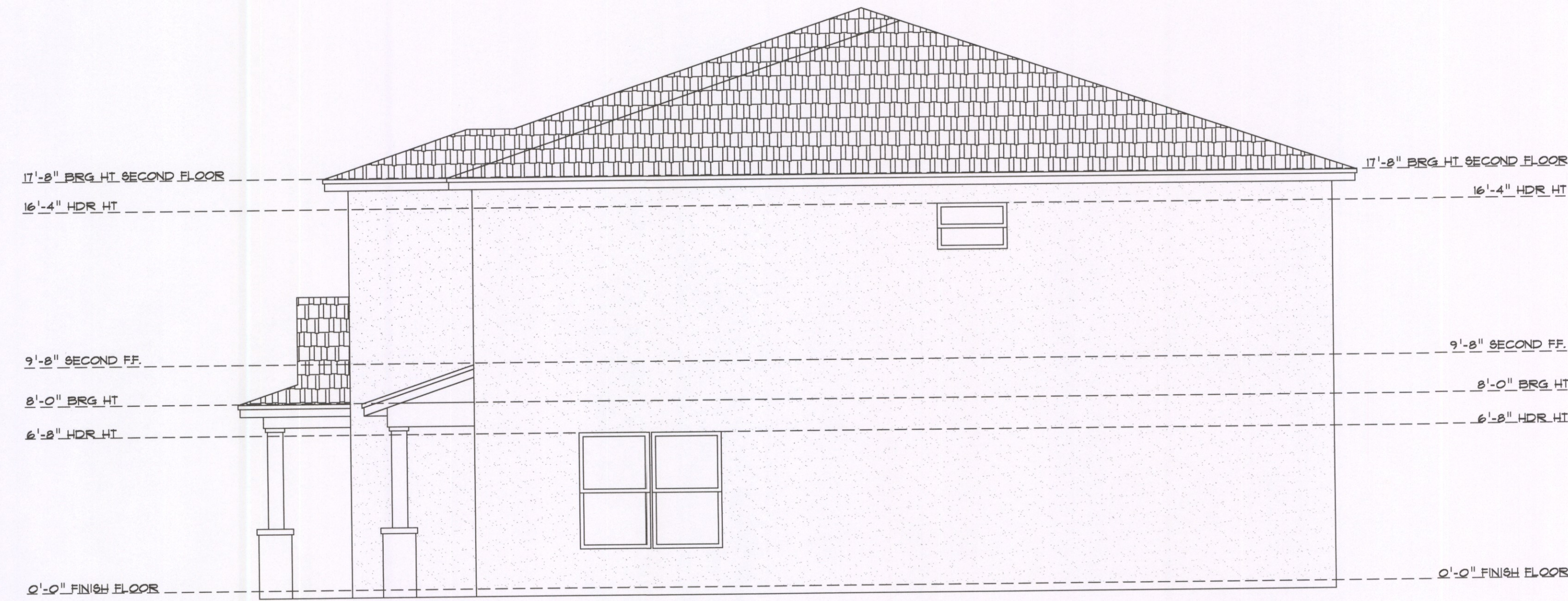
Highland Condo

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4
job no.
CONDO

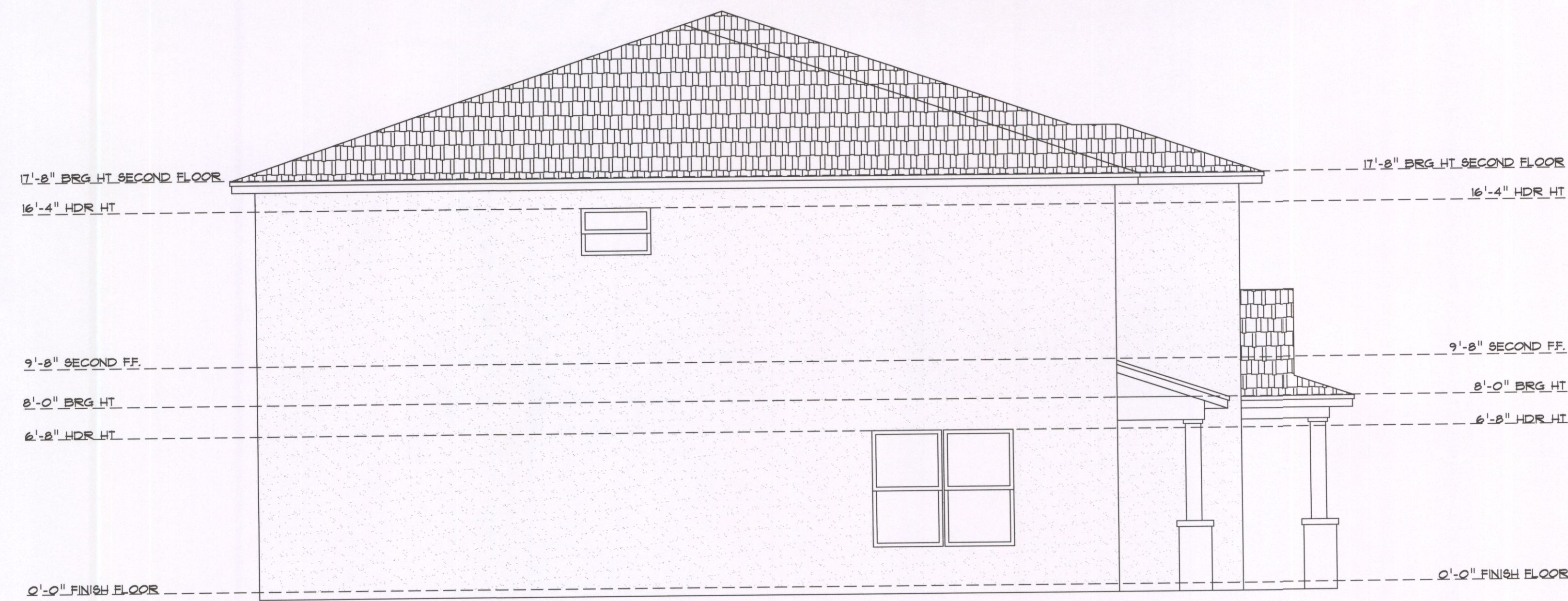
drawing no.

A1

sheet of



Right Elevation
1/4" = 1'-0"



Left Elevation
1/4" = 1'-0"

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

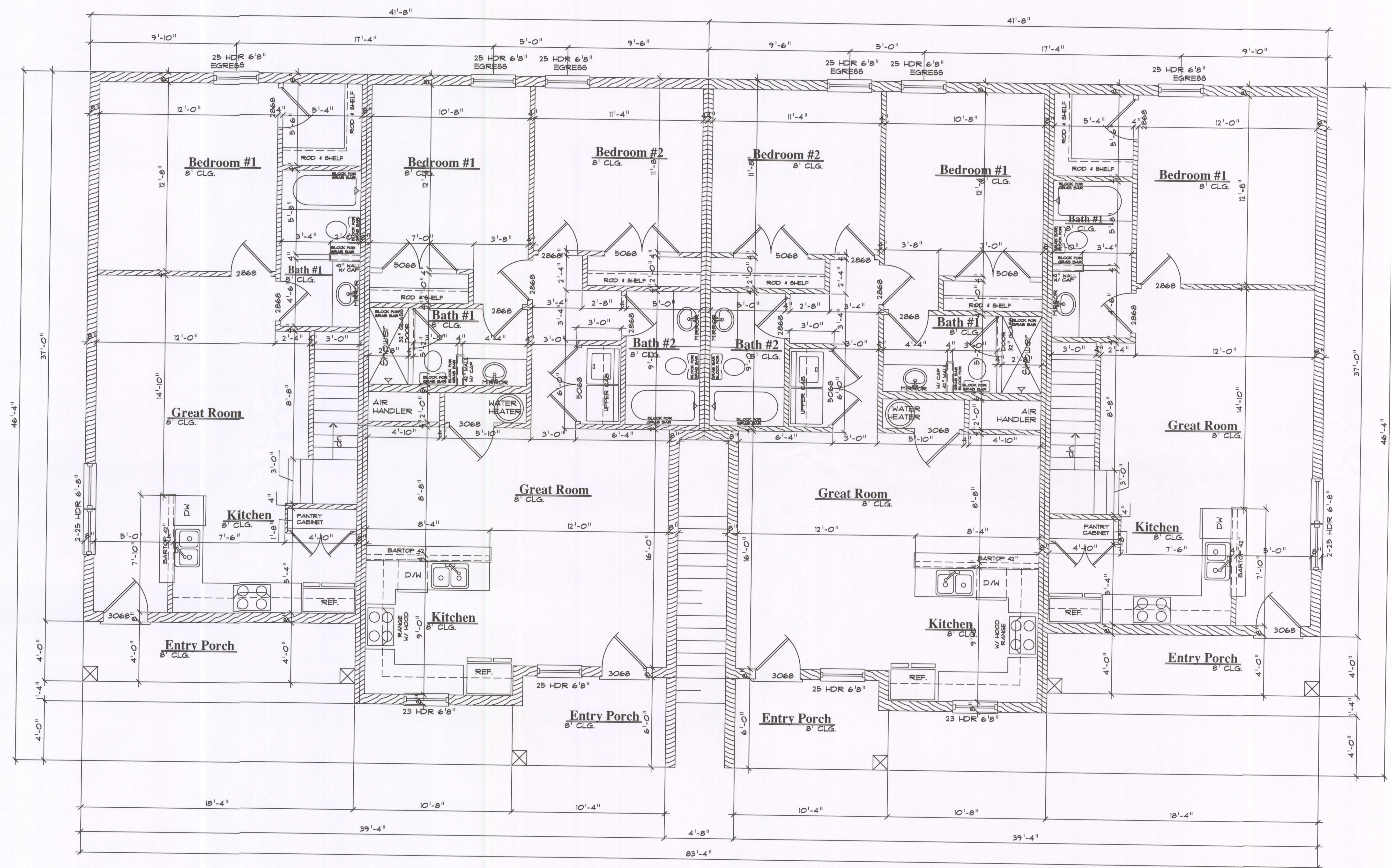
ELEVATION
1/4"=1'-0"

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

Highland Condo

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.
A2
sheet of



**Unit #1 First Floor
Three Bedroom**

AREA TABULATION	
FIRST FLOOR LIVING	691 SQ. FT.
SECOND FLOOR LIVING	548 SQ. FT.
FRONT ENTRY PORCH	73 SQ. FT.
TOTAL	1312 SQ. FT.

**Unit #2
Two Bedroom**

AREA TABULATION	
FIRST FLOOR LIVING	923 SQ. FT.
FRONT ENTRY PORCH	61 SQ. FT.
TOTAL	1312 SQ. FT.

**Unit #3
Two Bedroom**

**Unit #4 First Floor
Three Bedroom**

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE OVER SCALE DIMENSIONS. Contractors shall verify and be responsible for dimensions and conditions of the job prior to construction.

FLOOR
1/4"=1'-0"

Highland Condo

Denise Pyke Const.
Clermont, FL 34711

352-394-1384 fax. 352-394-1335

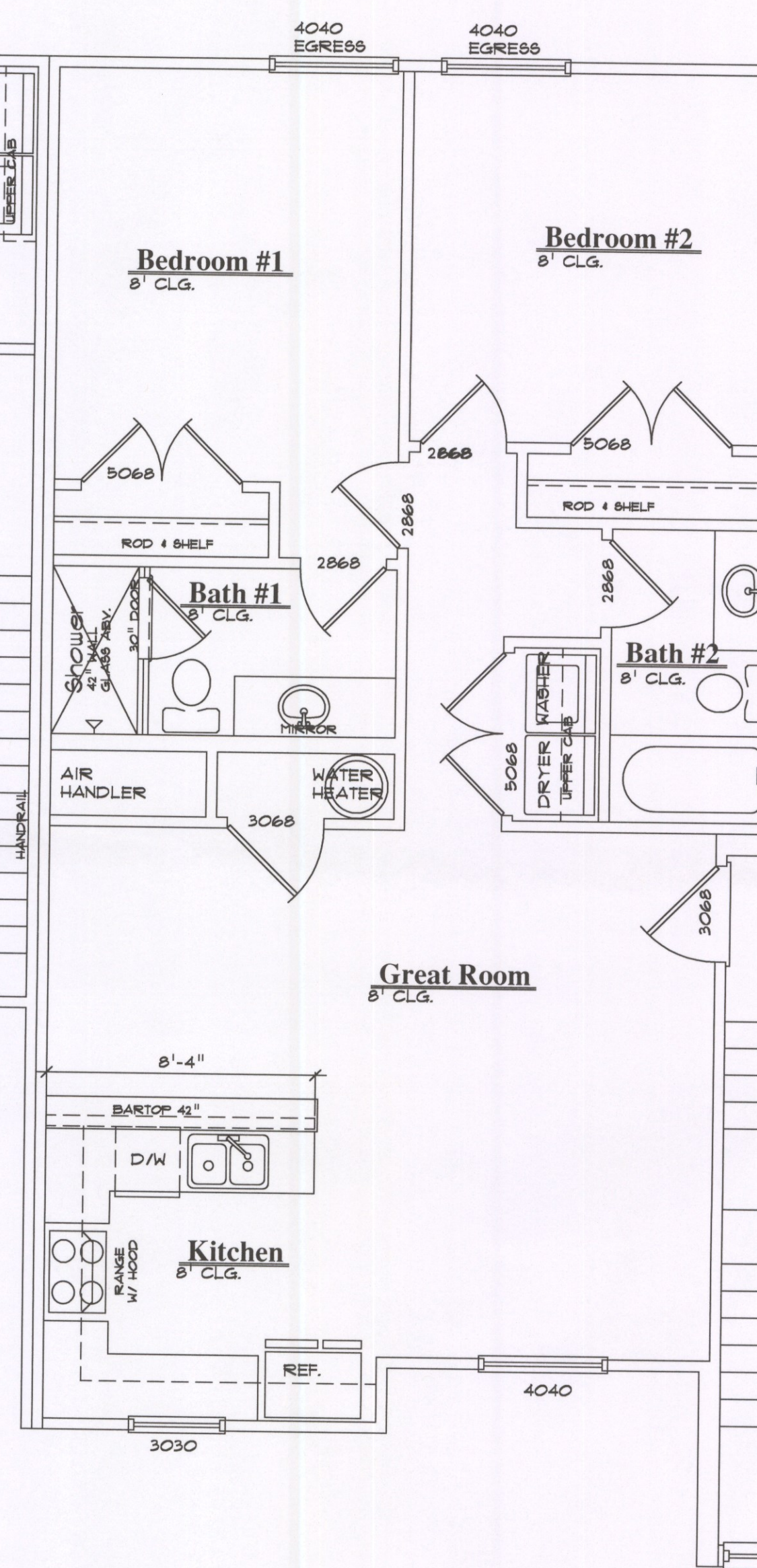
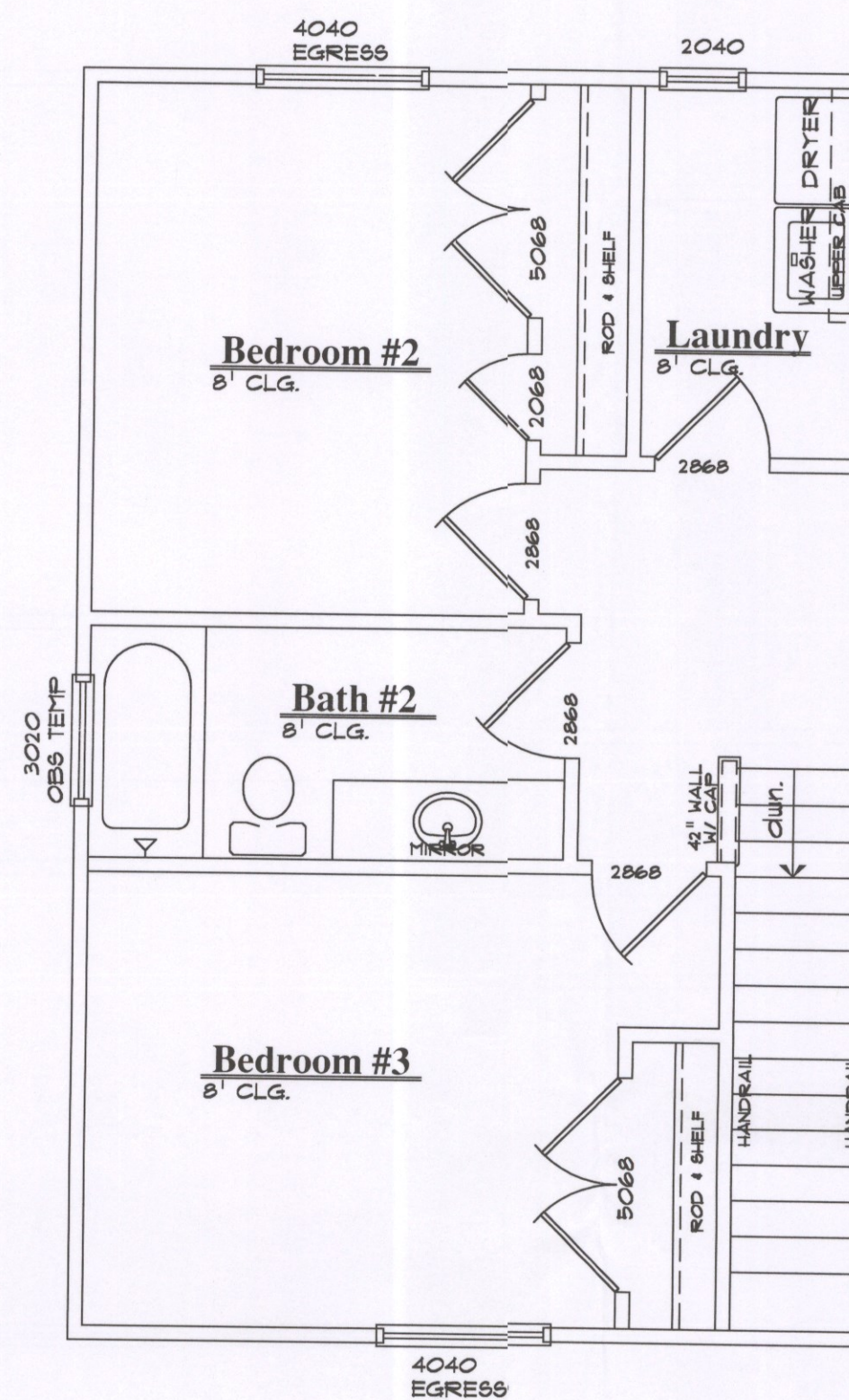
drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A3

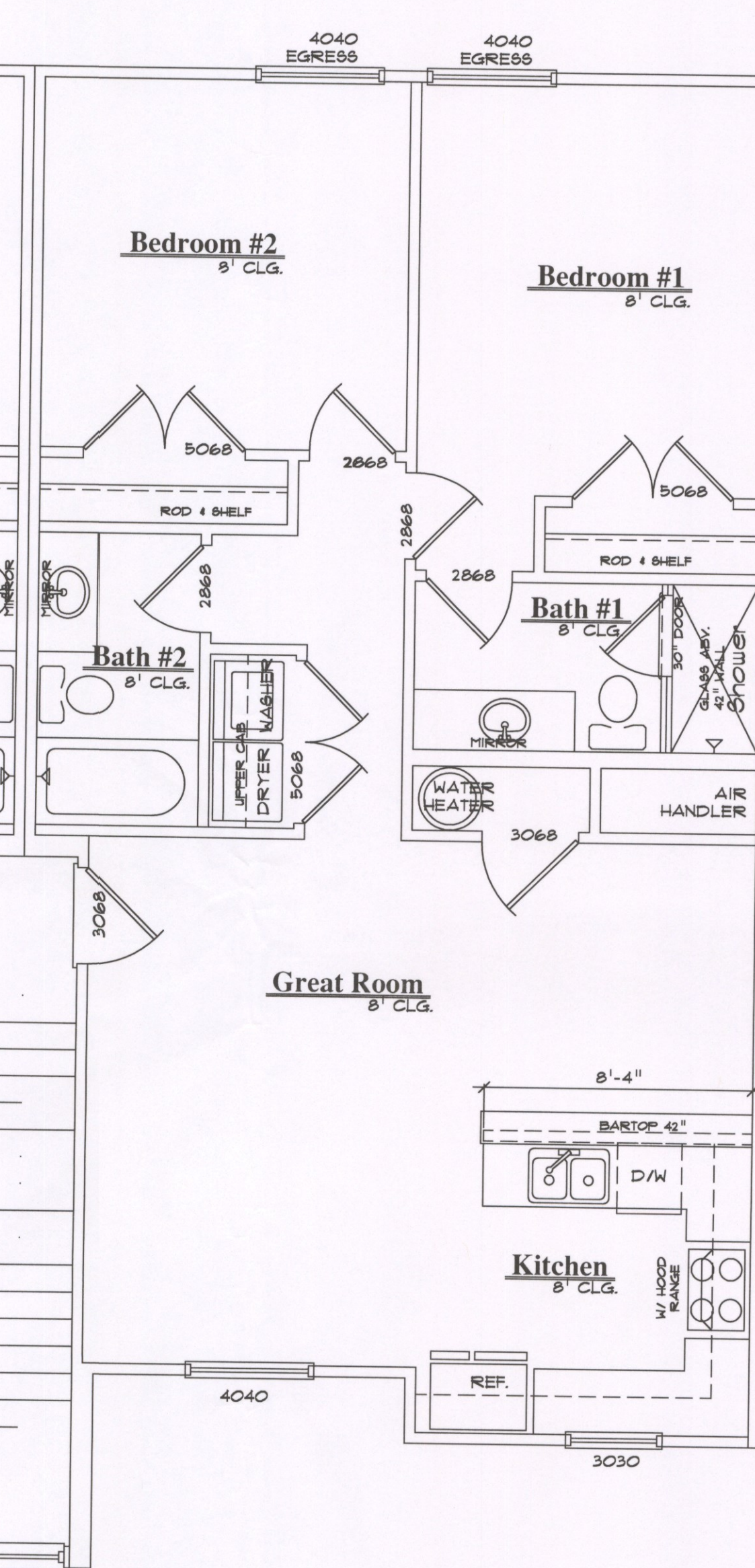
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**Unit #1 Second Floor
Three Bedroom**

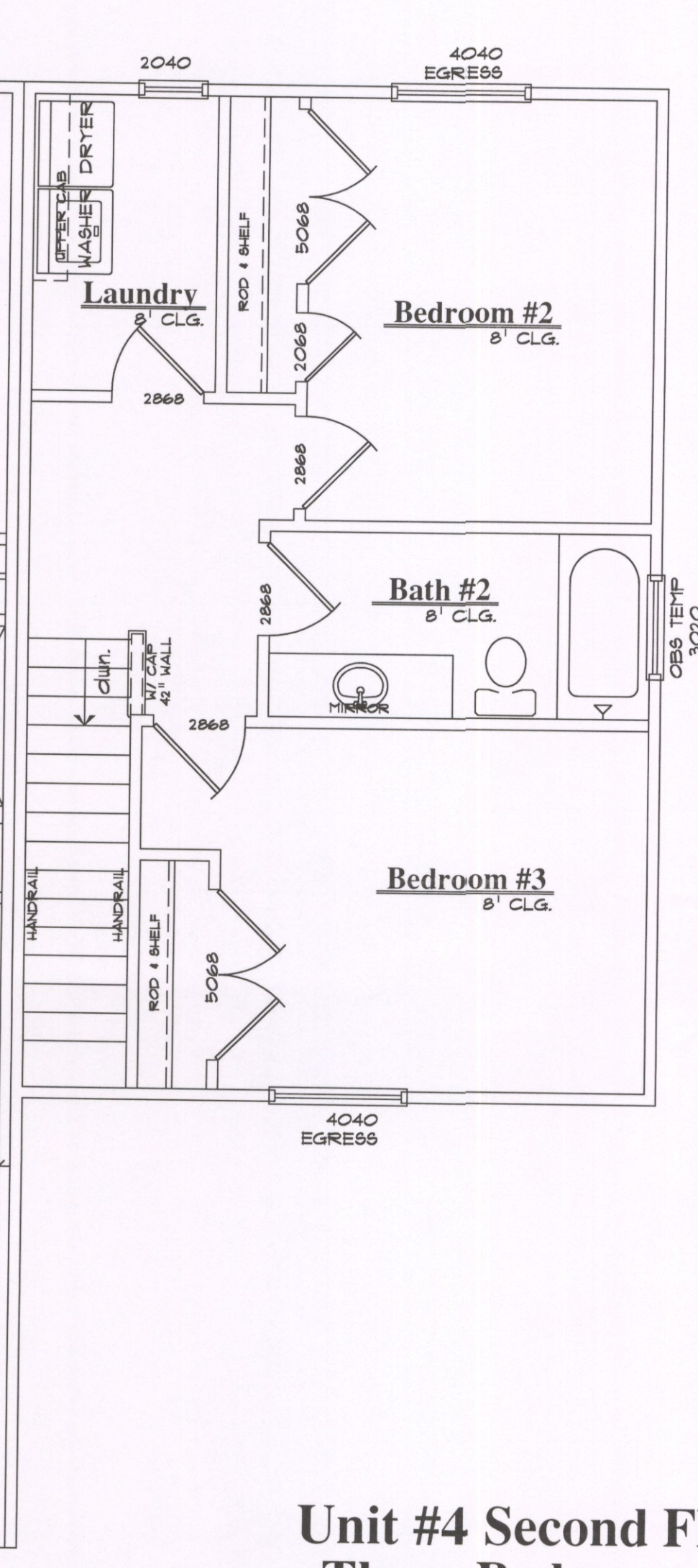


**Unit #5
Two Bedroom**

AREA TABULATION	
FIRST FLOOR LIVING	923 SQ. FT.
TOTAL	923 SQ. FT.



**Unit #6
Two Bedroom**



**Unit #4 Second Floor
Three Bedroom**

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

FLOOR
1/4"=1'-0"

Highland Condo

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A4

sheet of

PLAT OF SURVEY

DESCRIPTION: (AS FURNISHED)

Begin at the intersection of the South right-of-way line of Pitt Street with the West right-of-way line of Grand Highway as shown on the plat of the City of Clermont, according to the plat thereof recorded in Plat Book 3, pages 17 thru 23, inclusive, Public Records of Lake County, Florida; thence N. 89°35'53" W. along the said South right-of-way line of Pitt Street; 600.96 feet to a concrete monument; thence S. 0°35'26" E., 370.25 feet to a concrete monument; thence S. 89°35'53" E., 600.93 feet to a concrete monument on the said West right-of-way line of Grand Highway; thence N. 0°35'26" W. along said right-of-way line, 368.63 feet to a concrete monument and the Point of Beginning, containing 5.0961 acres, more or less.

-AND-

The North 250 feet of the South 20 acres of Tract 34, Lake Highlands Company Plat, lying East of U.S. Highway Number 27, in section 19, Township 22 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commencing at East 1/4 corner of Section 19, Township 22 South, Range 26 East, thence South 01°00'00" East along the East boundary of said Section 19 a distance of 399.09 feet, thence South 89°53'38" West a distance of 30 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence South 89°53'38" West a distance of 660.98 feet, thence South 01°00'00" East a distance of 3 feet, thence South 89°53'38" West a distance of 41.89 feet, thence North 01°00'00" West a distance of 3 feet, thence South 89°53'38" West a distance of 213.02 feet to the Easterly right-of-way of U.S Highway No. 27, thence S. 18°11'10" E. along said right-of-way line, a distance of 55.31 feet, thence continuing along said right-of-way line S. 13°07'10" E., a distance of 203.06 feet, thence N. 89°48'40" E., a distance of 856.99 feet to said West right-of-way line of Grand Avenue, thence N. 01°00'00" W., a distance of 249.43 feet to the Point of Beginning; all being and lying in Lake County, Florida.

AZIMUTH
SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE "A"
WINTER GARDEN, FLORIDA 34787
(FIELD DATE) 8/07/2004 (REVISED)
SCALE: 1" = 100 FEET
APPROVED BY: TAD
JOB NO. AZ02875
DRAWN BY: TAD
CERTIFICATE:
I HEREBY CERTIFY THAT A FIELD SURVEY HAS BEEN PERFORMED BY THE SURVEYOR AND MAPPER AS DESCRIBED HEREON, AND THAT THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND AND THE SAME IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEYED LAND.
THOMAS A. DOWNS, P.S.M. #4991 DATE 8/10/04

NOTES:
1. BEARINGS SHOWN HEREON ARE BASED ON THE EASTERLY LINE OF SE 1/4 OF SECTION 19-22-26, BEING 500'27'20" W, AN ASSUMED DATUM.
2. I HAVE EXAMINED THE F.R.M. COMMUNITY PANEL NUMBER 120133 0665 D, DATED 7/03/02 AND FOUND THE SUBJECT PROPERTY APPEARS TO BE IN ZONE X, AREA OUTSIDE THE 100 YEAR FLOOD.
3. THE SURVEYOR HAS NOT ABSTRACTED THE LAND SHOWN HEREON FOR EASEMENTS, RIGHT OF WAY, RESTRICTIONS OF RECORD WHICH MAY AFFECT THE TITLE OR USE OF THE LAND.
4. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. NO UNDERGROUND IMPROVEMENTS HAVE BEEN LOCATED EXCEPT AS SHOWN HEREON.
6. THE SUBJECT PROPERTY AS DESCRIBED HEREON MAY CONTAIN JURISDICTIONAL WETLANDS THAT HAVE NOT BEEN DETERMINED AND/OR LOCATED BY THE SURVEYOR FOR THE DATE OF THIS SURVEY.
7. ELEVATIONS SHOWN HEREON ARE BASED ON F.D.O.T. BENCHMARK DS PC #10003, ELEVATION 197.401 NAVD 1985.

CERTIFICATE OF SURVEYING AND MAPPING
AZIMUTH
INC.
SURVEYING AND MAPPING
AUTHORIZATION NUMBER 4991

LEGEND:
① DENOTES SET 1/2" IRON ROD AND CAP US 80887
□ DENOTES FOUND MONUMENT AS DESCRIBED HEREON
○ DENOTES FOUND MONUMENT AS DESCRIBED HEREON
(P) DENOTES PLAT
(D) DENOTES PER DESCRIPTION
(M) DENOTES MEASURED
(C) DENOTES CALCULATED
(TYP) DENOTES TYPICAL
WF DENOTES WOOD FENCE
CLF DENOTES CHAIN LINK FENCE
ON DENOTES ON SUBJECT PROPERTY
OFF DENOTES OFF SUBJECT PROPERTY
CNA DENOTES CORNER NOT ACCESSIBLE
--- DENOTES CONCRETE
--- DENOTES WOOD
--- DENOTES BRICK
--- DENOTES UTILITY POLE
--- DENOTES GUY ANCHOR
--- DENOTES SIGN
--- DENOTES WATER VALVE
RCP DENOTES REINFORCED CONCRETE PIPE
CUL DENOTES OVERHEAD UTILITY LINE
PRM DENOTES PERMANENT REFERENCE MONUMENT
PCP DENOTES PERMANENT CONTROL POINT
BSL DENOTES BUILDING SETBACK LINE
A/C DENOTES AIR CONDITIONER
CBW DENOTES CONCRETE BLOCK WALL
PC DENOTES POINT OF CURVATURE
PI DENOTES POINT OF INTERSECTION
CB DENOTES CHORD BEARING
UD DENOTES UNDERGROUND
COR DENOTES CERTIFIED CORNER RECORD
+ 99.9' DENOTES SHOT ELEVATION AS SPECIFIED
P.O.C. DENOTES POINT OF COMMENCEMENT
P.O.B. DENOTES POINT OF BEGINNING
(SPID) DENOTES SHOWN FOR INFORMATIONAL PURPOSES ONLY
F.D.O.T. DENOTES FLORIDA DEPARTMENT OF TRANSPORTATION
--- DENOTES RIGHT OF WAY LINE
--- DENOTES CENTERLINE
--- DENOTES OVERHEAD UTILITY LINE
□ DENOTES LIGHT POST
C.B.H. DENOTES TREE TRUNK DIAMETER AT BREAST HEIGHT

SEE SHEET 2 OF 4 SHEETS FOR BOUNDARY SURVEY
SEE SHEET 3 OF 4 SHEETS FOR TOPOGRAPHIC SURVEY
SEE SHEET 4 OF 4 SHEETS FOR TRAIL SURVEY
SHEET 1 OF 4 SHEETS
CERTIFIED TO:
HIGHLANDS ASSOCIATES, L.L.C.
GRAY ROBINSON, P.A.
AMERICAN PIONEER TITLE INSURANCE
FIRST FEDERAL SAVINGS BANK OF LAKE COUNTY

PLAT OF BOUNDARY SURVEY



PITT STREET
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FDOT) (M)

600.96'
ASPHALT ROADWAY N88°32'21"W

P.O.C.
SEE DETAIL "A"

GRAND HIGHWAY
GRAND AVENUE (D)
PLATTED BY RIGHT OF WAY
WIDTH VARIES (FDOT) (M)

A PORTION OF
TRACT 34, BLOCK 0,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
(VACANT)
CONTAINING 5.081 ACRES ± (1)
CONTAINING 510 ACRES ± (2)

REMAINDER OF
TRACT 34, BLOCK 0,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

KNOWN AS THAT PORTION
OF THE N 250' OF S
20 ACRES OF
TRACT 34, BLOCK 0,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38 (D)
LYING E OF U.S. HIGHWAY #27
(VACANT)
CONTAINING 5.081 ACRES ± (1)

U.S. HIGHWAY # 27

SEE DETAIL "B"
214.37'
N88°42'49"W

41.61'
N88°42'49"W
56.74'
N88°42'49"W

370.46'
S00°24'47"W

58°35'53" (1)
625.97' (1)
S88°42'49"W
185.00' (1)
S88°42'49"W
185.00' (1)

P.O.B.

S00°24'50"W

S88°43'29"E

852.75'

HILLS DE VILLAS
PLAT BOOK 30, PAGES 94 & 95

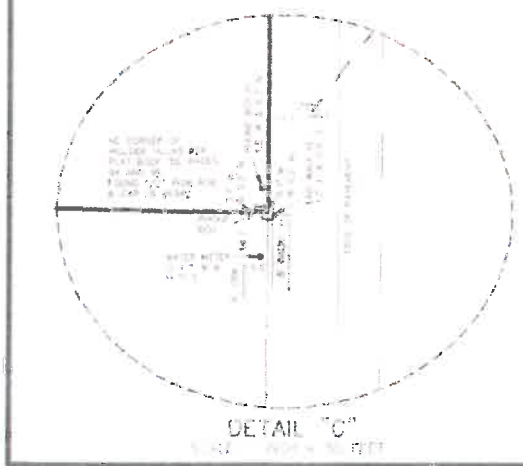
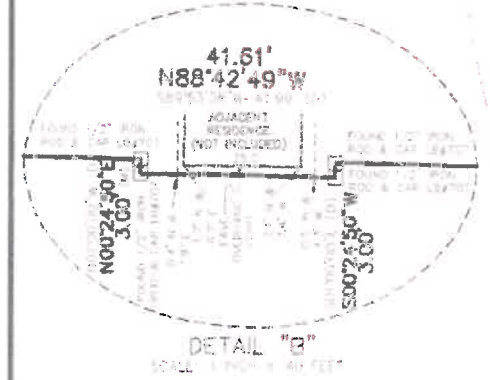
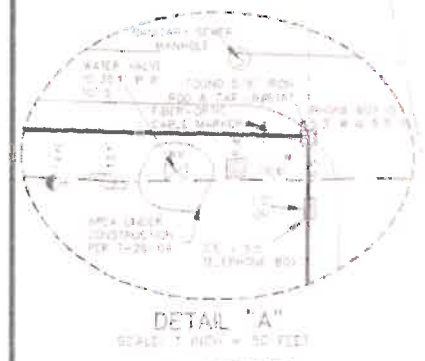
SEE DETAIL "B"

REMAINDER OF
TRACT 34, BLOCK 0,
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

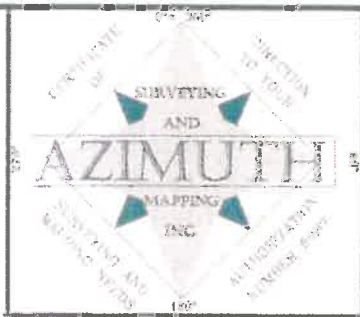
AZIMUTH
SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE "A"
WINTER GARDEN, FLORIDA, 34787

(FIELD DATE) 8/07/2004
SCALE: 1" = 100 FEET
APPROVED BY: TAD
JOB NO. AZI02875
DRAWN BY: TAD

SEE SHEET 3 OF 4 SHEETS FOR
TOPOGRAPHIC CURVES
SEE SHEET 4 OF 4 SHEETS FOR
THIS SURVEY
SEE SHEET 1 OF 4 SHEETS FOR
LEGAL DESCRIPTION AS FURNISHED
AND SURVEYOR'S NOTES, CERTIFICATE
AND LEGEND
SHEET 2 OF 4 SHEETS



PLAT OF TOPOGRAPHIC SURVEY



PITT STREET
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FOOT) (M)

GRAND HIGHWAY
GRAND AVENUE (D)
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FOOT) (M)

STATE ROAD # 25
U.S. HIGHWAY # 27

REMAINDER OF
TRACT 34, BLOCK 3
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

REMAINDER OF
TRACT 34, BLOCK 3
LAKE HIGHLANDS COMPANY
PLAT BOOK 2, PAGE 38
NOT INCLUDED

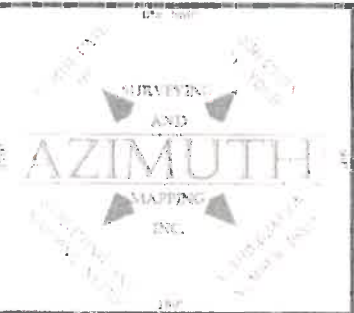
HOUSE VILLAS
PLAT BOOK 30, PAGES 34 & 35

AZIMUTH
SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE "A"
WINTER GARDEN, FLORIDA, 34787

(FIELD DATE) 8/07/2004
SCALE: 1" = 100 FEET
APPROVED BY: TAD
JOB NO. AZ02875
DRAWN BY: TAD

SEE SHEET 2 OF 4 SHEETS FOR
BOUNDARY SURVEY
SEE SHEET 4 OF 4 SHEETS FOR
TREE SURVEY
SEE SHEET 1 OF 4 SHEETS FOR
LEGAL DESCRIPTION AS FURNISHED
AND SURVEYOR'S NOTES, CERTIFICATE
AND LEGEND
SHEET 3 OF 4 SHEETS

PLAT OF TREE SURVEY



PITT STREET
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FOOT) (M)

600.96'
ASPHALT ROADWAY N88°32'21"W

GRAND HIGHWAY
GRAND AVENUE (D)
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FOOT) (M)

STATE ROAD # 25
U.S. HIGHWAY # 27

S183°48'E

S114°09'E
202.51'

214.37'
N88°42'49"W

N00°24'50"E
3.00'

41.91'
N88°42'49"W

N88°42'49"W
56.74'

S00°24'50"W
3.00'

370.46'
S00°24'47"W

S88°43'29"E

852.75'

618.36'

S00°24'50"W

AZIMUTH
SURVEYING AND MAPPING, INC.
91 BROAD STREET, SUITE 7A
WINTER GARDEN, FLORIDA 34787

(FIELD DATE) 8/07/2004
SCALE 1" = 100 FEET
APPROVED BY: TAO
JOB NO. AZ02875
DRAWN BY: TAO

SEE SHEET 1 OF 4 SHEETS FOR
TOPOGRAPHIC SURVEY
SEE SHEET 2 OF 4 SHEETS FOR
BOUNDARY SURVEY
SEE SHEET 3 OF 4 SHEETS FOR
LOCAL DESCRIPTIONS OF PLANNED
AND EXISTING UTILITIES, CIRCULAR
AND RECTANGULAR
SHEET 1 OF 4 SHEETS

NOTES:

OWNER: ALP INVESTMENTS LLC
13686 BROMLEY POINT DRIVE
JACKSONVILLE, FL 32225

EXISTING FLU: RESIDENTIAL / OFFICE

EXISTING ZONING: C-2

EXISTING USE: VACANT

PROPOSED USE: RESIDENTIAL MULTI-FAMILY

TOTAL AREA: 8.54 ACRES

ALTERNATE KEY: 2702184 (ALL) & 1070422 (PARTIAL)

ADJACENT ZONING:
NORTH C-2
SOUTH R-2 / R-3-A
EAST A (LAKE COUNTY)
WEST C-2

FLU:
NORTH RESIDENTIAL / OFFICE
SOUTH MEDIUM DENSITY RESIDENTIAL
EAST URBAN MEDIUM DENSITY (LAKE COUNTY)
WEST GENERAL COMMERCIAL

EXISTING USE:
NORTH VACANT
SOUTH RESIDENTIAL MULTI-FAMILY
EAST RESIDENTIAL SINGLE FAMILY
WEST VACANT

SETBACKS:
FRONT: 25'
SIDE: 25'
REAR: 25'
STREET: 25'

LANDSCAPE BUFFERS:
NORTH 15'
SOUTH 10'
EAST 15'
WEST 10'

WATER: CITY OF CLERMONT

SEWER: CITY OF CLERMONT

BUILDING HEIGHT: 45' MAXIMUM

WELANDS: NONE

PARKING REQUIRED: 221 SPACES
2 SPACES PER TWO BEDROOM UNIT
2.5 SPACES PER THREE BEDROOM UNIT
AS SHOWN: 17 BUILDINGS
EACH BUILDING: 2 - 3 BEDROOM = 5 SPACES
4 - 2 BEDROOM = 8 SPACES
TOTAL PER BUILDING: 13 SPACES

PARKING PROVIDED: 221 SPACES

VARIANCES REQUESTED: MAXIMUM CUT 20' FOR 20% OF SITE
MAXIMUM FILL 20' FOR 20% OF SITE
MAXIMUM RETAINING WALL 10' HEIGHT

Property Description

Begin at the intersection of the South right-of-way line at Pitt Street with the west right-of-way line of Grand Highway as shown on the plat of the City of Clermont, according to the plat thereof recorded in Plat Book 8, pages 17 thru 23, inclusive, Public Records of Lake County, Florida; thence N. 89°35'53" W. along the said South right-of-way line of Pitt Street; 600.96 feet to a concrete monument; thence S. 0°35'26" E., 370.25 feet to a concrete monument; thence S. 89°35'53" E., 600.93 feet to a concrete monument on the said West right-of-way line of Grand Highway; thence N. 0°35'26" W. along said right-of-way line, 368.63 feet to a concrete monument and the Point of Beginning, containing 5.0961 acres, more or less.

-AND-

The East 600.88 feet of the North 250 feet of the South 20 acres of Tract 34, Lake Highlands Company Plat, lying East of U.S. Highway Number 27, in section 19, Township 22 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commencing at East 1/4 corner of Section 19, Township 22 South, Range 26 East, thence South 01°00'00" East along the East boundary of said Section 19 a distance of 399.09 feet, thence South 89°53'38" West a distance of 30 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence North 89°53'53" West a distance of 600.93 feet, thence South 00°35'26" East a distance of 249.85 feet, thence N. 89°48'40" E., a distance of 600.88 feet to said West right-of-way line of Grand Avenue, thence N. 01°00'00" W., a distance of 249.43 feet to the Point of Beginning; all being and lying in Lake County, Florida.

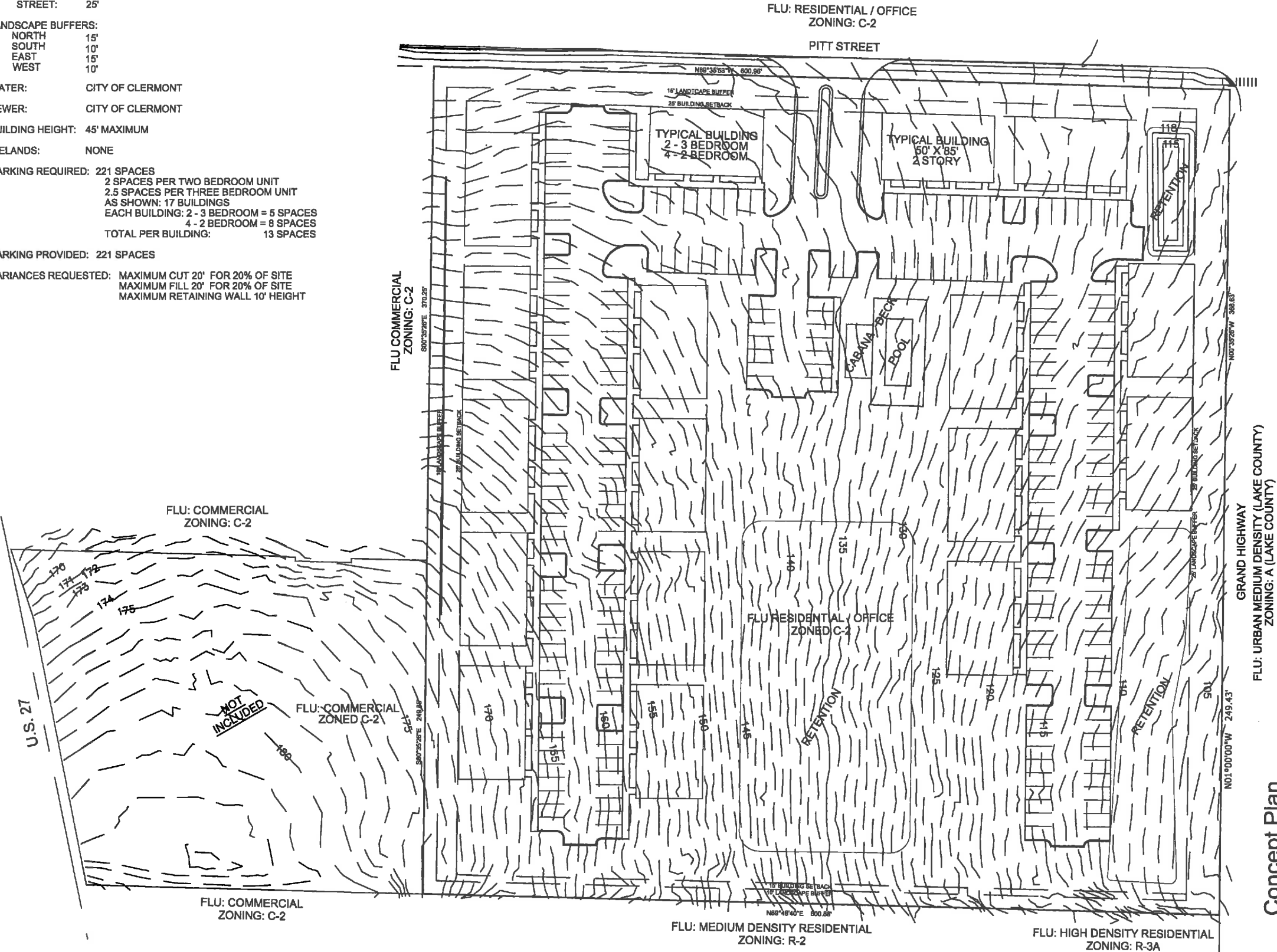
PLANT SCHEDULE

CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	2	Southern Magnolia	Magnolia grandiflora	65 gal	3" Cal	12' x 6'	As Shown	Native
	1	Sycamore	Platanus occidentalis	65 gal	3" Cal	12' x 6'	As Shown	Native
	2	Live Oak	Quercus virginiana	65 gal	3" Cal	12' x 6'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT	CAL	SIZE	SPACING	REMARKS
	2	Daphniphyllum	Daphniphyllum	-	8" x 4"	As Shown	As Shown	Native
	3	Yucca	Yucca	-	8" x 4"	As Shown	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT	HEIGHT	WIDTH	SPACING	REMARKS
	34	Ligustrum	Ligustrum japonicum	3 gal	24"	18"	36"	Non Native
	34	Viburnum	Viburnum coccineum	3 gal	24"	18"	36"	Native

25' BUFFER (100')

10' BUFFER (100')

Conceptual Landscape Buffers



Concept Plan

Mason's Ridge
Clermont, Florida

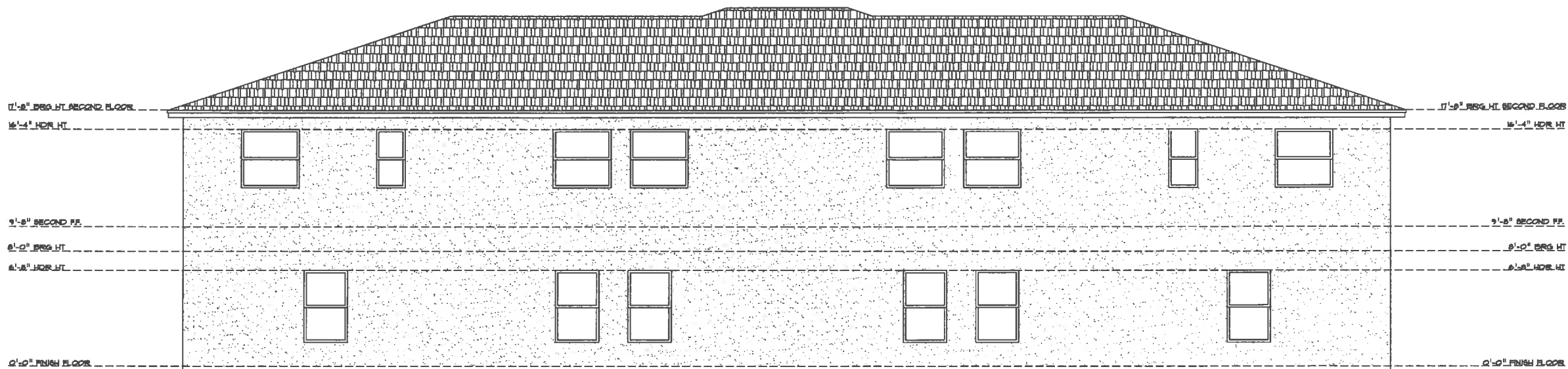
Drawing Number: 1288-02
Original Date: 1288-01
Date: June 22, 2016
Scale: 1"=40'
Drawn By: TWG / BESH
Layout: 24"x36"



Green Consulting Group, Inc.
Landscape Architecture Land Planning Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 Fax 352-357-9278 LC26000288



Front Elevation
1/4" = 1'-0"



Rear Elevation
1/4" = 1'-0"

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of the job prior to construction.

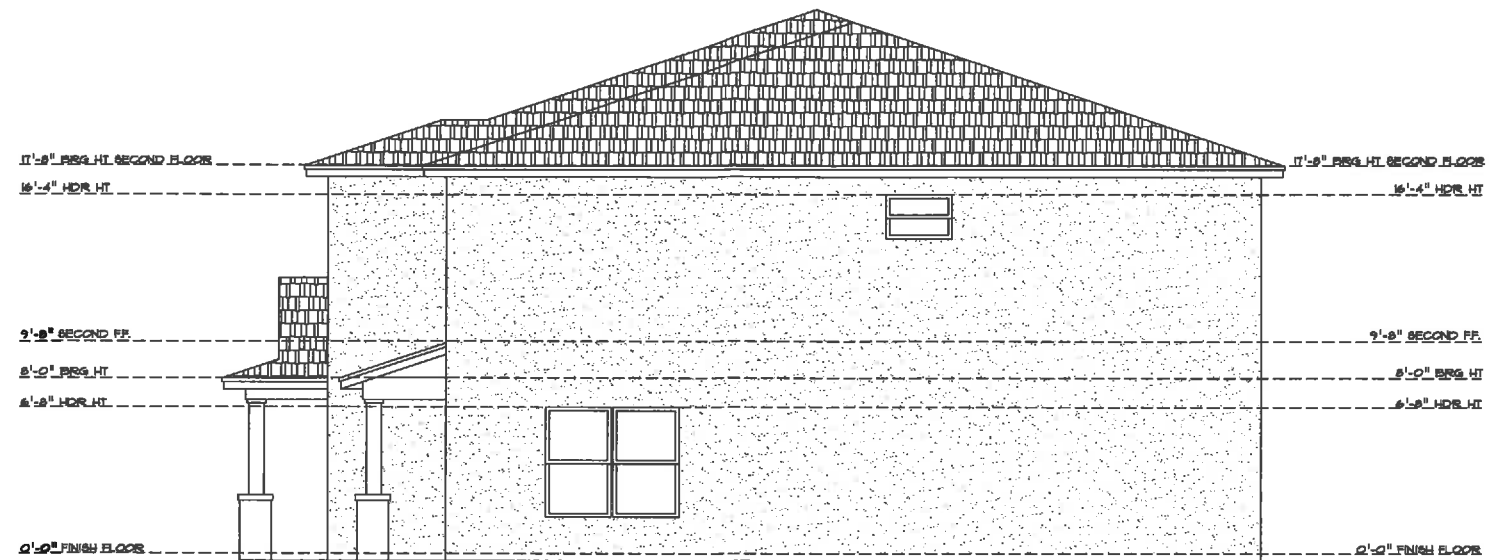
ELEVATION
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Denise Pyke Const.
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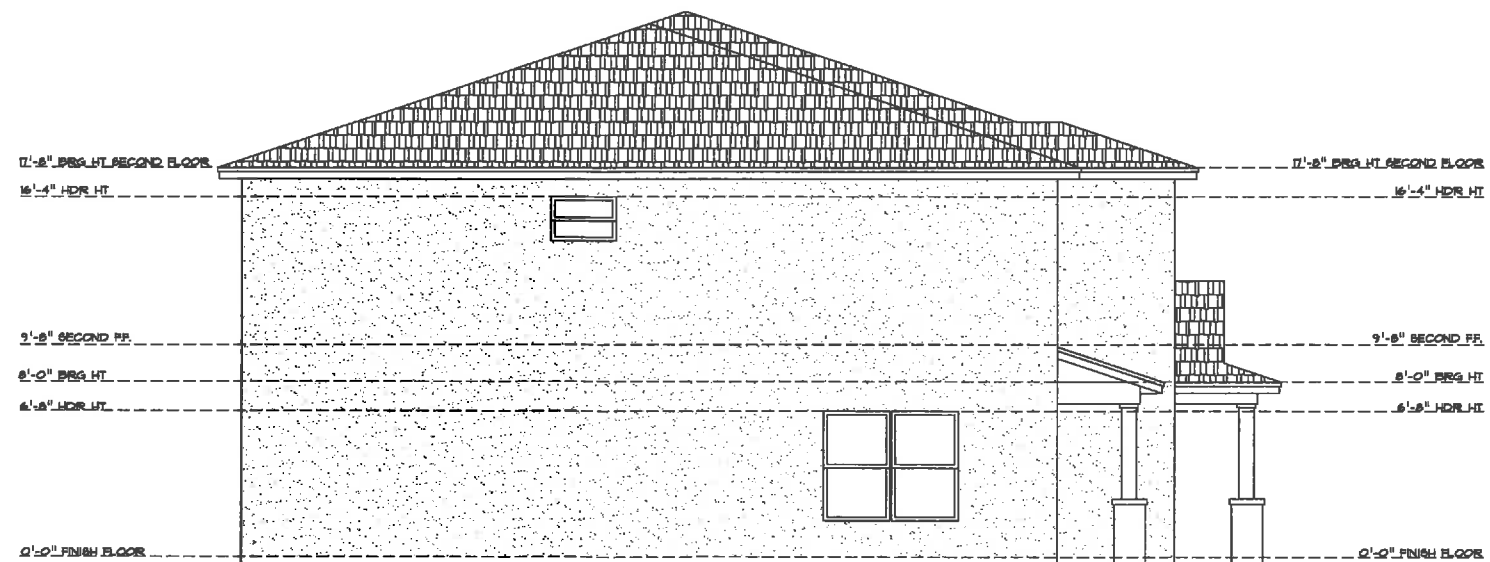
Highland Condo

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.
A1
sheet of



Right Elevation
1/4" = 1'-0"



Left Elevation
1/4" = 1'-0"

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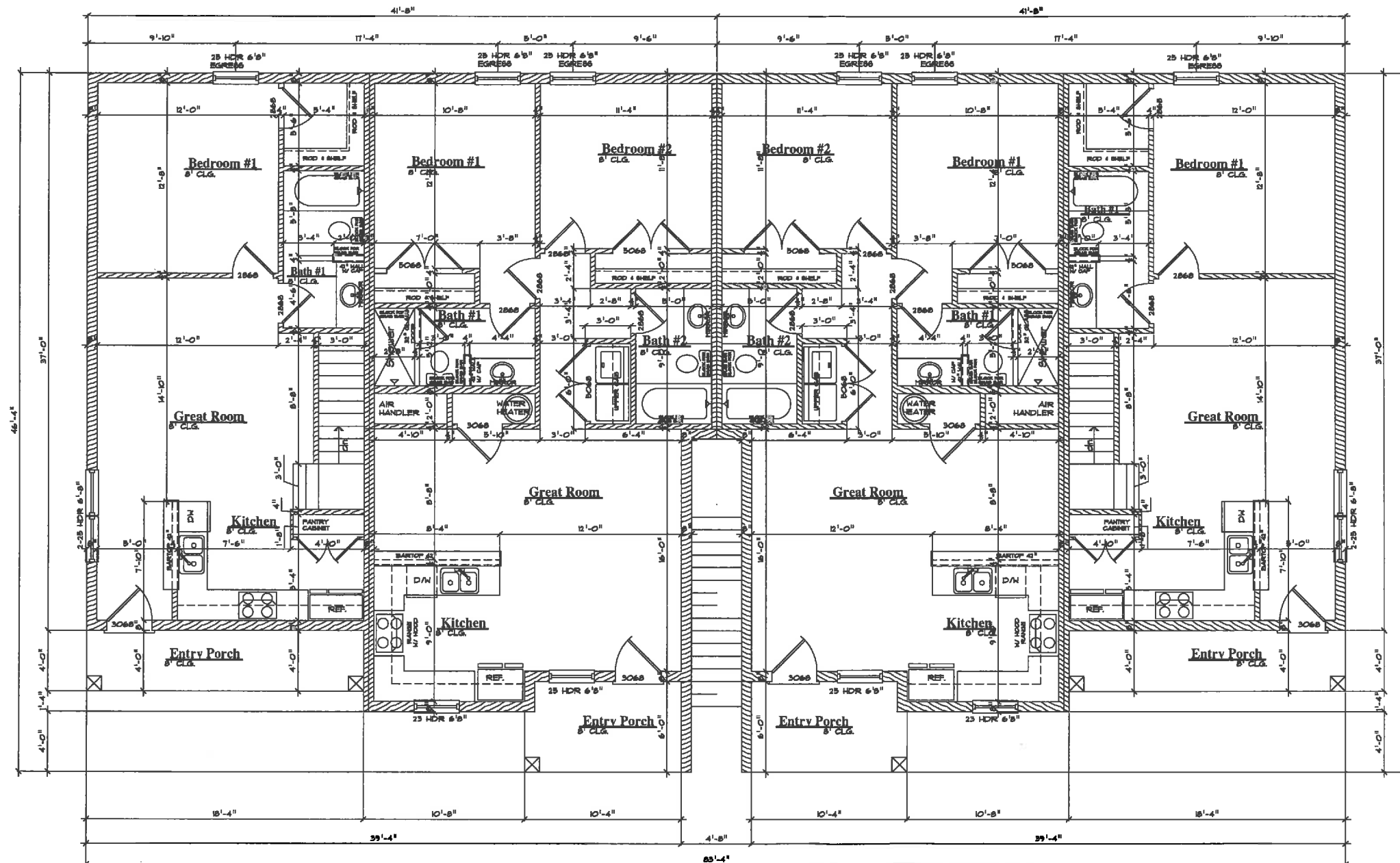
Highland Condo

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A2

sheet of



**Unit #1 First Floor
Three Bedroom**

AREA TABULATION	
FIRST FLOOR LIVING	691 SQ. FT.
SECOND FLOOR LIVING	548 SQ. FT.
FRONT ENTRY PORCH	73 SQ. FT.
TOTAL	1312 SQ. FT.

**Unit #2
Two Bedroom**

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FIRST FLOOR LIVING	923 SQ. FT.
FRONT ENTRY PORCH	61 SQ. FT.
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**Unit #3
Two Bedroom**

**Unit #4 First Floor
Three Bedroom**

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

FLOOR
1/4"=1'-0"

Highland Condo

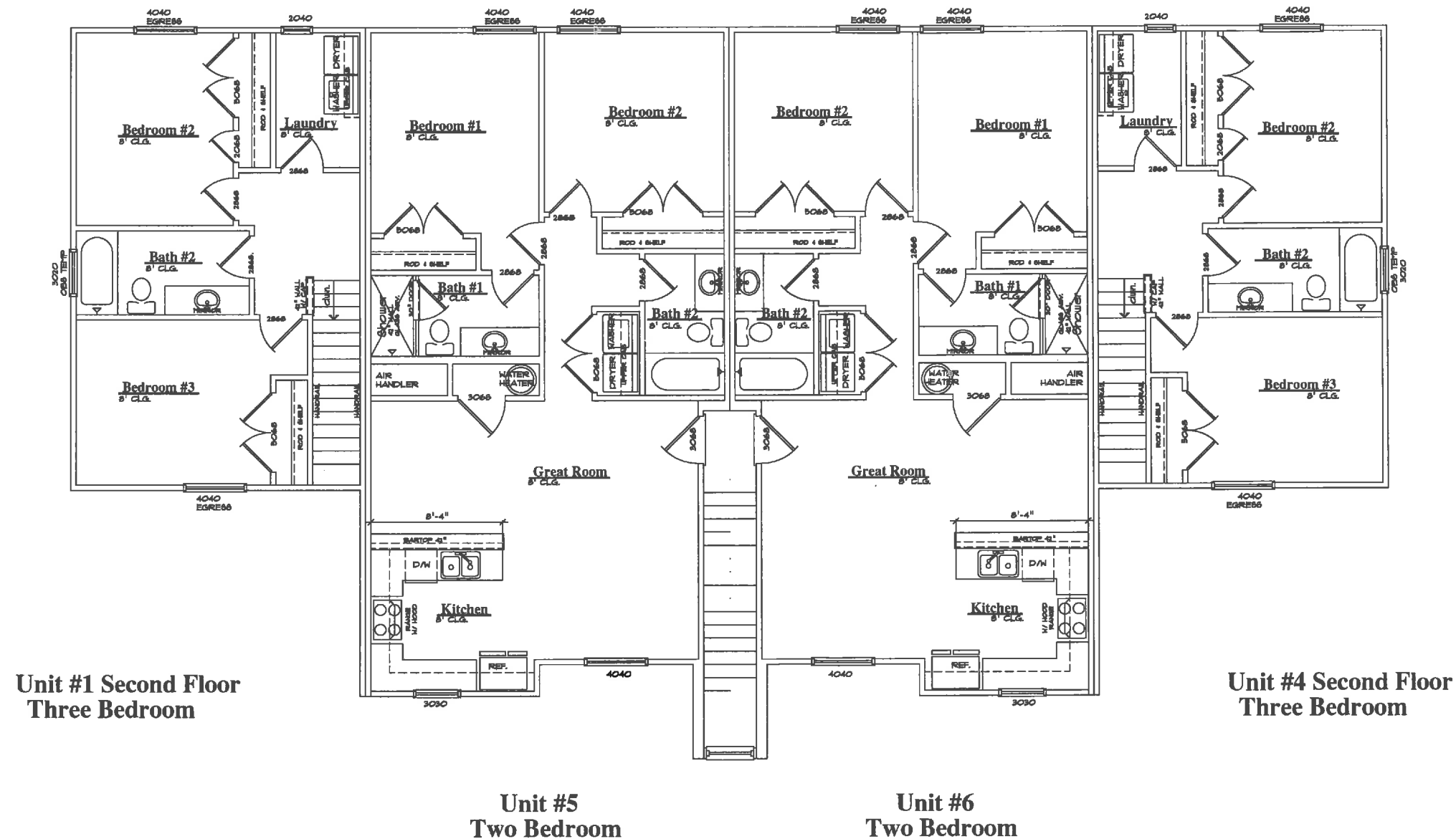
Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A3

sheet of



AREA TABULATION	
FIRST FLOOR LIVING	923 SQ. FT.
TOTAL	923 SQ. FT.

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

FLOOR
1/4"=1'-0"

Denise Pyke Const.
Clermont, FL 34711
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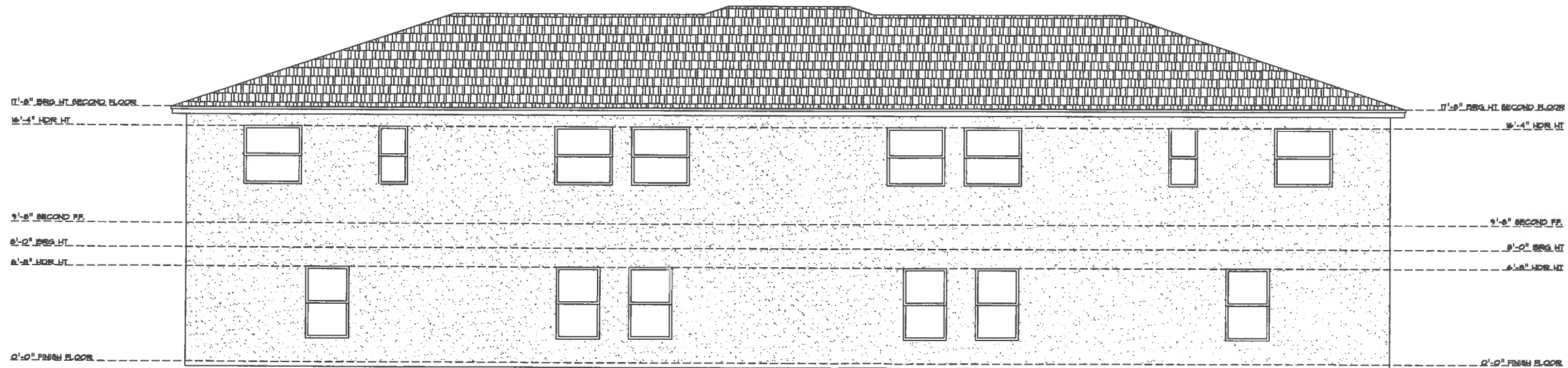
Highland Condo

drawn by
HMS
checked by
HMS
date
5/23/2016
scale
1/4"
job no.
CONDO

drawing no.
A4
sheet of



Front Elevation
1/4" = 1'-0"



Rear Elevation
1/4" = 1'-0"

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

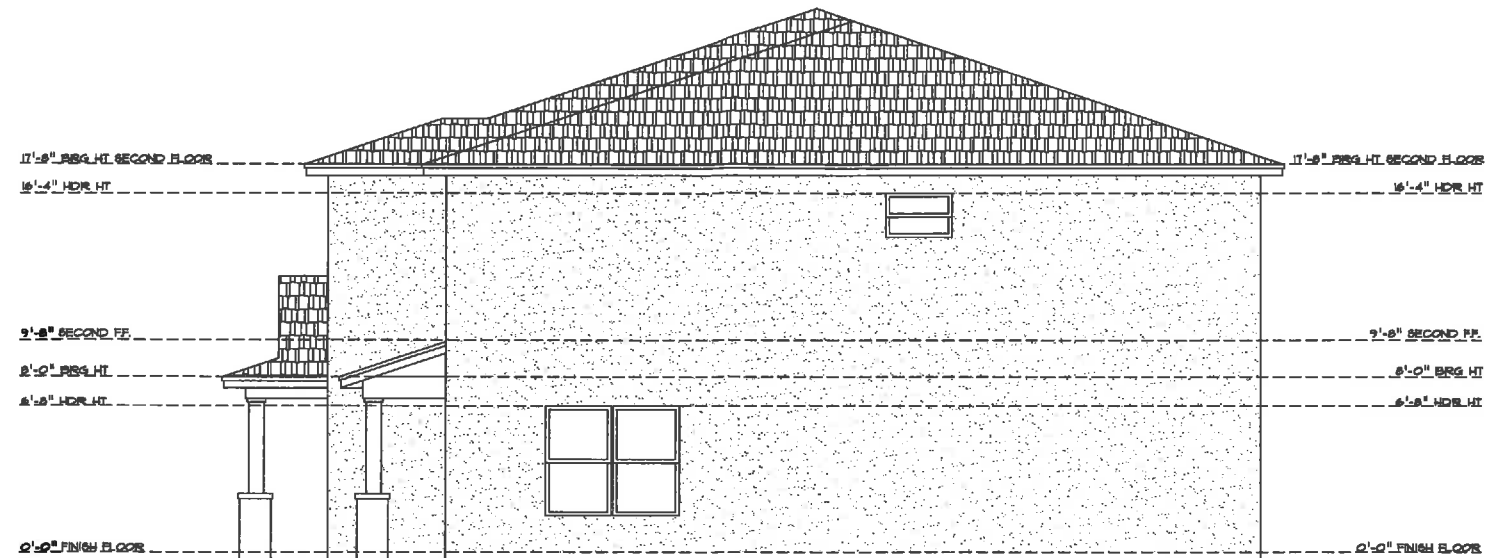
ELEVATION
1/4"=1'-0"

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

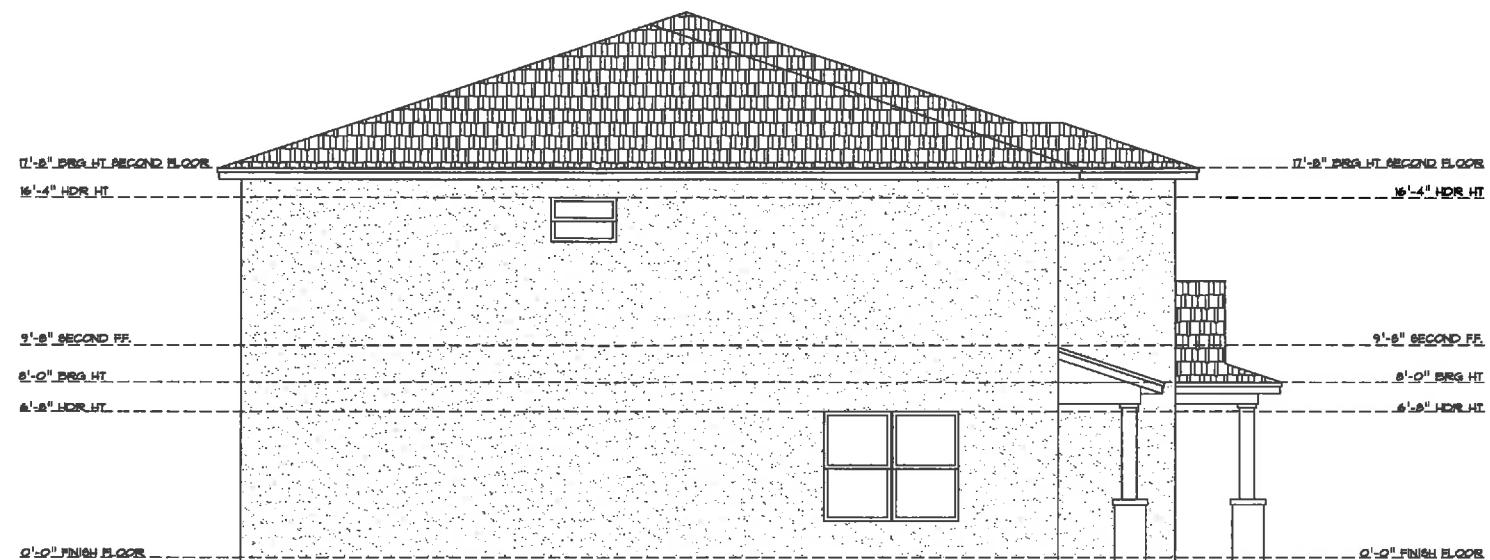
Highland Condo

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.
A1
sheet of



Right Elevation
1/4" = 1'-0"



Left Elevation
1/4" = 1'-0"

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

ELEVATION
1/4"=1'-0"

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

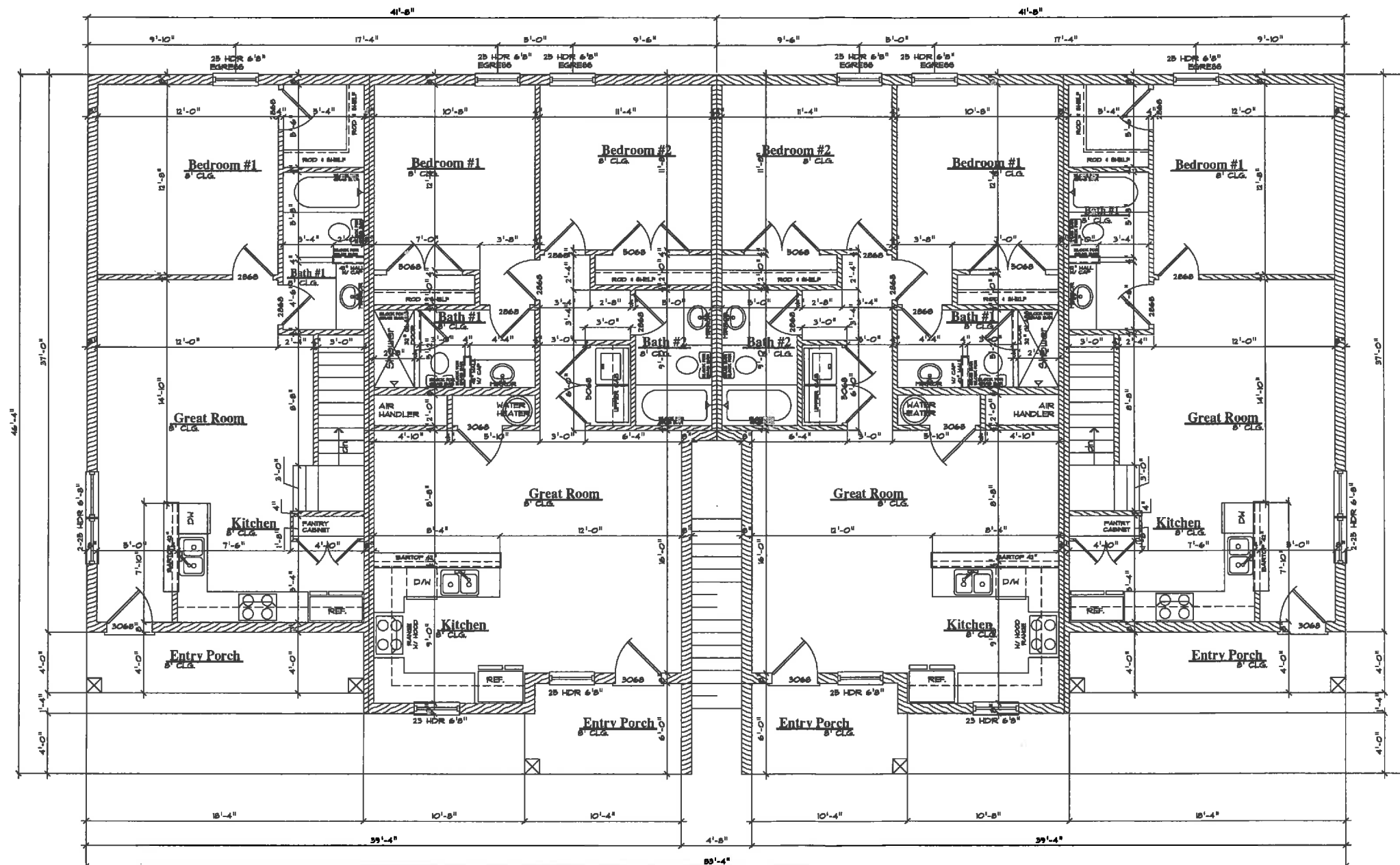
Highland Condo

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A2

sheet of



**Unit #1 First Floor
Three Bedroom**

AREA TABULATION	
FIRST FLOOR LIVING	691 SQ. FT.
SECOND FLOOR LIVING	548 SQ. FT.
FRONT ENTRY PORCH	73 SQ. FT.
TOTAL	1312 SQ. FT.

**Unit #2
Two Bedroom**

AREA TABULATION	
FIRST FLOOR LIVING	923 SQ. FT.
FRONT ENTRY PORCH	61 SQ. FT.
TOTAL	1312 SQ. FT.

**Unit #3
Two Bedroom**

**Unit #4 First Floor
Three Bedroom**

WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

FLOOR
1/4"=1'-0"

Highland Condo

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

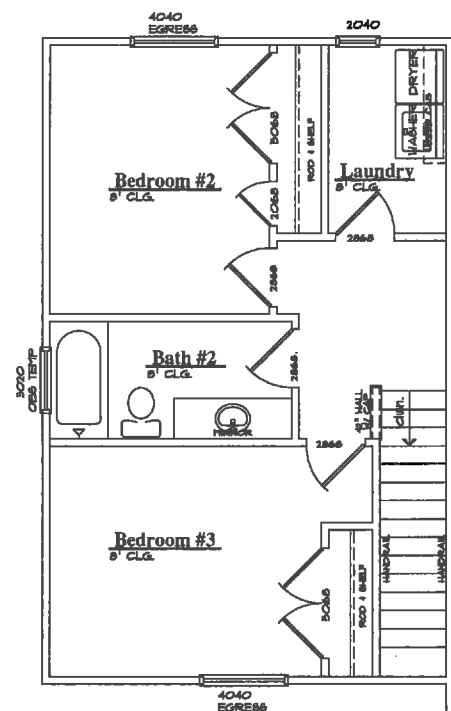
drawn by
HMS
checked by
HMS
date
8/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A3

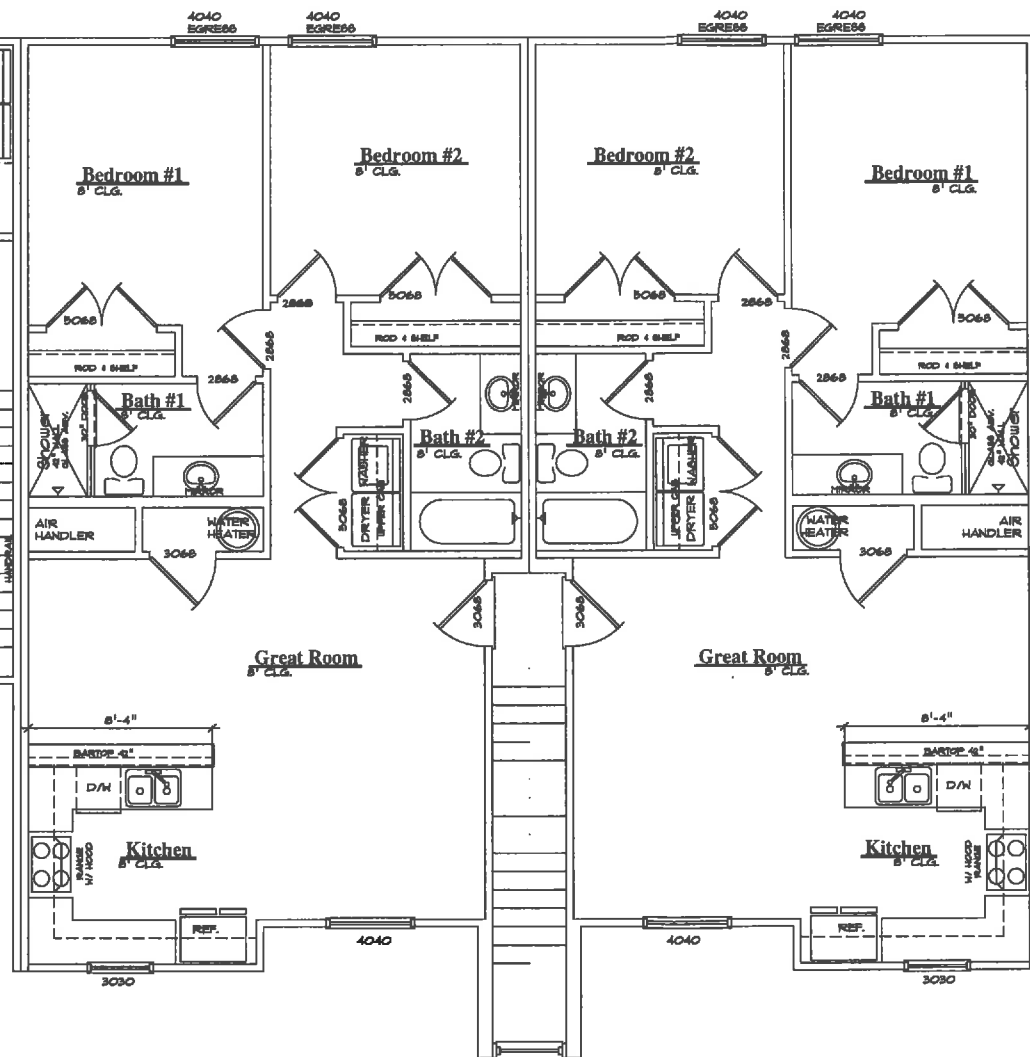
sheet of

Unit #1 Second Floor
Three Bedroom



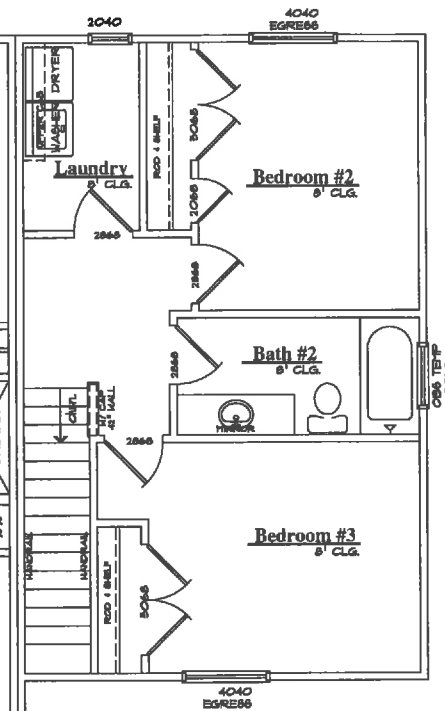
Unit #5
Two Bedroom

AREA TABULATION	
FIRST FLOOR LIVING	923 SQ. FT.
TOTAL	923 SQ. FT.



Unit #6
Two Bedroom

Unit #4 Second Floor
Three Bedroom



WRITTEN DIMENSIONS SHALL HAVE PRECEDENCE
OVER SCALE DIMENSIONS. Contractors shall verify
and be responsible for dimensions and conditions
of the job prior to construction.

FLOOR
1/4"=1'-0"

Highland Condo

Denise Pyke Const.
Clermont, FL 34711
352-394-1384 fax. 352-394-1335

drawn by
HMS
checked by
HMS
date
6/23/2016
scale
1/4"
job no.
CONDO

drawing no.

A4

sheet of

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 2

and redesigned to treat the additional impervious surface on the site. The site will be required to meet the Land Development Code and proceed through site plan review.

Staff recommends approval of Resolution 2016-29.

Chris Germana, 1120 W. Minneola Ave., stated that they are wanting to enlarge the service area of the facility. He stated that it will free up some parking for customers, create a new inventory area, and enhance the landscape features to give more curb appeal to this facility.

Commissioner Solis stated that he is in agreement with the improvements. He stated that it is hard to get in and out of that dealership.

Commissioner Whitehead asked if the landscaping will be enhanced.

Mr. Germana stated that there are landscape islands in the parking area. He stated that there is a large tree area and a wetland in the back of the property so they will not build in the rear of the property.

Commissioner Whitehead asked if the entrance into the facility will be enlarged.

Mr. Germana stated that the entrance will remain the same, however there will be improvements to the front of the facility. He stated that the inventory will be displaced to the rear and right side of the site to open up the front area.

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

3. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a multifamily development with more than 12 units, and up to 12 units per acre.

PROJECT: Mason's Ridge

Planning Manager Henschel presented the staff report as follows:

The Mason's Ridge project is a proposed multi-family development consisting of 102 apartments located at the southwest corner of Pitt Street and Grand Highway. The parcel is zoned C-2 general commercial with a future land use of residential / office. The C-2 zoning allows for multifamily uses (with an approved Conditional Use Permit) provided the development follows the R-3 (Residential/Professional) zoning district regulations. The applicant is also proposing to maximize the allowable density of 12 units per acre that is allowable under the Comprehensive Plan with an approved Conditional use permit.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 3

The proposed units will be two stories tall and fall under the city's maximum height requirement of 45 feet (units proposed will be approximately 24 feet tall).

The 8.5-acre parcel remains vacant, and is topographically challenged with approximately 60 feet of fall from the west property line down to Grand Highway.

The applicant will also be proposing two variances that will go along with the final Conditional Use Permit. One variance is needed for grading on the parcel, and the second allows wall heights greater than 6 feet. These two variances will be reviewed and considered by City Council.

Staff recommends approval of Resolution 2016-30 to allow 12 units per acre for the project, not to exceed an overall unit count of 102 units.

Tim Green, 4070 United Ave., Mt. Dora, stated that he concurs with staff's recommendation. He stated that this is a difficult site. He stated that the commercial along Highway 27 is not included in the density calculations and will not be developed at this time.

Commissioner Martin asked about the wall height.

Mr. Green stated that the wall will be stepping down due to the slope of the property.

Commissioner Proli asked what type of tenants are they expecting to rent to.

Sonya Montgomery, 153 Nautica Mile Dr., stated that the rent will be based on the current market. She stated that it won't be low income, however it will be affordable. She stated that they will be luxury townhomes.

Commissioner Proli stated that more developers are putting in multi-family units rather than single family. She stated that this will impact schools, traffic, and water consumption. She stated that she is concerned about the aesthetics of the building.

Ms. Montgomery stated that they are focused on the aesthetics of the property. She stated that what is on the drawing is a rough draft. She stated that it will be a green building and will be a walkable community.

Commissioner Whitehead asked about handicap parking.

Mr. Green stated that the grading on the property is needed for the handicap challenges for this site. He stated that the density meets the City's comprehensive plan for that location.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 4

Terri Wrights, 734 S. Grand Highway, Hillside Villas, stated that the traffic on Grand Highway has increased so much that it is hard for her to get in and out of her complex. She stated that she is not in agreement with this application.

Mark Swanson, 14446 S. Grand Highway, stated that his father purchased his home in 1958. He stated that he lives directly across the street from this site. He stated that people walk through his yard already and the amount of theft in the area has increased. He stated that there has been an increase in traffic on Grand Highway. He stated that he is not in agreement with this project.

John Songer, 14334 S. Grand Highway, stated that his property floods from the road. He stated that the schools are already overcrowded. He stated that several cars have been rear ended by traffic on Grand Highway.

Robin Livesay, 14320 S. Grand Highway, stated that her children walked to school, but her grandchildren can't walk due to traffic. She asked how many accidents have happened at Grand Highway and Pitt Street. She stated that she asks that they consider the residents and is opposed to the project.

Carol McDaniel, 14424 S. Grand Highway, stated that even though there is a four-way stop at Grand Highway and Pitt Street, the cars drive 50 mph up to the stop sign. She stated that theft has been bad in the area. She stated that the woods are a nice buffer for them.

Lynda Smith, 14340 S. Grand Highway, stated that she has lived in her home for 23 years now. She stated that she likes the old Clermont and the hills. She stated that the traffic and accidents have been bad on Grand Highway. She asked how the water on the site will be retained. She has concerns with her house being flooded.

Ryan Livesay, 14320 S. Grand Highway, stated that he has been rear ended recently. He stated that they have lived in this location since 1992 and have been burglarized three times in the last three years.

Terri Wrights, 734 S. Grand Highway, owns Terri Wrights Household Services, and she stated that she will be moving her business to another area.

Mr. Green stated that there would be landscaping around the retention pond. He stated that the entrance will be on Pitt Street, not Grand Highway. He stated that there will be sidewalks included in the improvements to the site, so that should help with children walking to school. He stated that the comprehensive plan allows 12 units per acre for this site, and they will comply with what is allowed.

Ms. Montgomery stated that when speaking to staff, they agreed to make the community walkable and bikeable. She stated that all the residents' concerns will be taken into consideration.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
AUGUST 2, 2016**

Page 5

Duane Booth, BESH, 902 Sinclair Ave., stated that the stormwater pond will have to be flat. He stated that the variances that will be requested are due to stormwater and handicap accessibility for the site. He stated that the project will contain its stormwater runoff and there will not be any additional runoff from this site.

Commissioner Solis stated that the owners have a right to ask to develop their property. He stated that the applicant is asking for what the City allows for that property. He stated that he will look at the concerns of the residents and the rights of property owner.

Commissioner Proli stated that she has empathy for the surrounding residents. She stated that it is okay for land owners to build, but not to create a large impact on the existing residents.

Commissioner Whitehead stated that crime has increased in this area. She stated that she does not like apartments, but this is their property not hers.

Commissioner Hubbard stated that he agrees with Commissioner Solis. He stated that he is concerned about traffic. He stated that the traffic study should have already been done.

City Attorney Mantzaris stated that a traffic study will have to be done prior to beginning work, however, it is not required for the submittal of the conditional use permit.

Commissioner Martin asked what are currently allowed permitted uses.

City Attorney Mantzaris read from the code the permitted uses allowed for that site.

Mr. Henschel stated that a traffic study has been submitted, however the Metropolitan Planning Organization has not provided their final report to the City.

Commissioner Proli asked why C-2 zoning would be allowed near a residential area and for a site with the topography that exists for that site.

Mr. Henschel stated that the comprehensive plan has been approved by City Council and the state that allows the use of the property.

Mr. Mantzaris stated that zoning and comprehensive plans do not take into consideration the topography of an area.

Chairman Jones stated that the biggest impact is the traffic.

Commissioner Martin moved to recommend approval of the conditional use permit; seconded by Commissioner Solis. The vote was 3-3, since the vote was a tie, the action moves forward to City Council as a denial. Commissioners Martin, Solis and Jones in favor; Commissioners Proli, Whitehead and Hubbard opposing.



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: June 20, 2016

FEE: \$850

PROJECT NAME (if applicable): Mason's Ridge

APPLICANT: Green Consulting Group, Inc.

CONTACT PERSON: Timothy W. Green ASLA, AICP, LEED AP

Address: 4070 United Avenue

City: Mount Dora State: FL Zip: 32757

Phone: 352-357-9241 Fax: 352-357-9278

E-Mail: tgreen@greenconsultinggroup.com

OWNER: ALP Investments, LLC

Address: 13686 Bromley Point Drive

City: Jacksonville State: FL Zip: 32225

Phone: _____ Fax: _____

Address of Subject Property: Not assigned

General Location: At the Southwest corner of Pitt Street and Grand Highway, East of Highway 27

Legal Description (include copy of survey): See attached Survey

Land Use (City verification required): Residential / Office & Commercial

Zoning (City verification required): C-2



CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

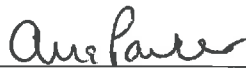
Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

The vacant 8.5+/- acre site is proposed to be developed as a 102 dwelling unit multi-family residential development with 17 two story buildings. The site has a Future Land Use designation of Residential / Office and a Zoning of C-2. The adjacent developed uses are multi-family and single family residential. The adjacent undeveloped lands are zoned for commercial uses. We feel this site is best suited as a multi-family residential community while the sites west of the subject site that front US 27 would be best for any future commercial and office uses within the area.

TIMOTHY GREEN
Applicant Name (print)

X 
Applicant Name (signature)

Ava Parker
Owner Name (print)

X 
Owner Name (signature)

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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

DESCRIPTION: (AS FURNISHED)

Begin at the intersection of the South right-of-way line of Pitt Street with the West right-of-way line of Grand Highway as shown on the plat of the City of Clermont, according to the plat thereof recorded in Plat Book 8, pages 17 thru 23, inclusive, Public Records of Lake County, Florida; thence N. 89°35'53" W. along the said South right-of-way line of Pitt Street; 600.96 feet to a concrete monument; thence S. 0°35'26" E., 370.25 feet to a concrete monument; thence S. 89°35'53" E., 600.93 feet to a concrete monument on the said West right-of-way line of Grand Highway; thence N. 0°35'26" W. along said right-of-way line, 368.63 feet to a concrete monument and the Point of Beginning, containing 5.0961 acres, more or less.

-AND-

The North 250 fee of the South 20 acres of Tract 34, Lake Highlands Company Plat, lying East of U.S. Highway Number 27, in section 19, Township 22 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commencing at East ¼ corner of Section 19, Township 22 South, Range 26 East, thence South 01°00'00" East along the East boundary of said Section 19 a distance of 399.09 feet, thence South 89°53'38" West a distance of 30 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence South 89°53'38" West a distance of 660.98 feet, thence South 01°00'00" East a distance of 3 feet, thence South 89°53'38" West a distance of 41.99 feet, thence North 01°00'00" West a distance of 3 feet, thence South 89°53'38" West a distance of 213.02 feet to the Easterly right-of-way of U.S. Highway No. 27, thence S. 18°11'10" E. along said right-of-way line, a distance of 55.31 feet, thence continuing along said right-of-way line S. 13°07'10" E., a distance of 203.06 feet, thence N. 89°48'40" E., a distance of 856.99 feet to said West right-of-way line of Grand Avenue, thence N. 01°00'00" W., a distance of 249.43 feet to the Point of Beginning; all being and lying in Lake County, Florida.

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

DAVID HONIG
PO BOX 780308
ORLANDO, FL 32828



Property Appraiser's Folio Numbers:
09-22-26-070003400001 and
09-22-26-070003400008

GENERAL WARRANTY DEED

THIS GENERAL WARRANTY DEED is made the 7th day of January, 2016, by ROLLING HILLS ASSOCIATES, LLC, a Florida limited liability company, whose mailing address is P.O. Box 780308, Orlando, Florida 32828 (hereinafter referred to as the "Grantor"), to ALP INVESTMENTS, LLC, a Florida limited liability company, whose mailing address is 13686 Bromley Point Drive, Jacksonville, FL 32225 (hereinafter referred to as the "Grantee"):

(Whenever used herein the terms "Grantor" and "Grantee" shall include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, public bodies and quasi-public bodies.)

WITNESSETH:

THE GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land, situate, lying and being in Lake County, Florida (the "Property" or said "Land"), more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said Land in fee simple; that Grantor has good right and lawful authority to sell and convey said Land; that the Grantor fully warrants the title to said Land and will defend the same against the lawful claims of all persons whomsoever; and that said Land is free of all encumbrances, except taxes accruing subsequent to December 2014, and easements and reservations of record, if any, but this reference shall not operate to reimpose same.

THIS IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR

IN WITNESS WHEREOF, the said Grantor, has signed and sealed these presents the day and year first above written.

Signed and sealed in the
presence of:

ROLLING HILLS ASSOCIATES, LLC, a
Florida limited liability company

Sign: Danielle Patrick
Print: Danielle Patrick

By: D. Honig
DAVID HONIG, President

Sign: Brittany Davis
Print: Brittany Davis

STATE OF FLORIDA
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 7th day of January, 2016 by DAVID HONIG, as President of Grantor.

☒ Personally known to me.

☐ Produced identification:

Type: _____

S. Arnett
Notary Public

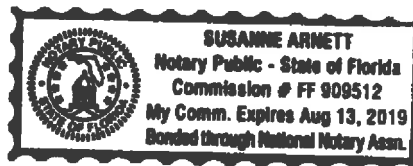


EXHIBIT "A"

The land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF PITT STREET WITH THE WEST RIGHT-OF-WAY LINE OF GRAND HIGHWAY AS SHOWN ON THE PLAT OF THE CITY OF CLERMONT, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 THRU 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N. 89°35'53" W. ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF PITT STREET; 600.96 FEET TO A CONCRETE MONUMENT; THENCE S. 0°35'26" E., 370.25 FEET TO A CONCRETE MONUMENT; THENCE S. 89°35'53" E, 600.93 FEET TO A CONCRETE MONUMENT ON THE SAID WEST RIGHT-OF-WAY LINE OF GRAND HIGHWAY; THENCE N. 0°35'26" W. ALONG SAID RIGHT-OF-WAY LINE, 368.63 FEET TO A CONCRETE MONUMENT AND THE POINT OF BEGINNING.

AND

THE NORTH 250 FEET OF THE SOUTH 20 ACRES OF TRACT 34, LAKE HIGHLANDS COMPANY PLAT, LYING EAST OF U.S. HIGHWAY NUMBER 27, IN SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT EAST 1/4 CORNER OF SECTION 19, TOWNSHIP 22 SOUTH, RANGE 26 EAST, THENCE SOUTH 01°00'00" EAST ALONG THE EAST BOUNDARY OF SAID SECTION 19 A DISTANCE OF 399.09 FEET, THENCE SOUTH 89°53'38" WEST A DISTANCE OF 30 FEET TO THE WEST RIGHT-OF-WAY LINE OF GRAND AVENUE BEING THE POINT OF BEGINNING; THENCE SOUTH 89°53'38" WEST A DISTANCE OF 660.98 FEET, THENCE SOUTH 01°00'00" EAST A DISTANCE OF 3 FEET, THENCE SOUTH 89°53'38" WEST A DISTANCE OF 41.99 FEET, THENCE NORTH 01°00'00" WEST A DISTANCE OF 3 FEET, THENCE SOUTH 89°53'38" WEST A DISTANCE OF 213.02 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 27, THENCE S. 18°11'10" E. ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 55.31 FEET, THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE S. 13°07'10" E., A DISTANCE OF 203.06 FEET, THENCE N. 89°48'40" E., A DISTANCE OF 856.99 FEET TO SAID WEST RIGHT-OF-WAY LINE OF GRAND AVENUE, THENCE N. 01°00'00" W., A DISTANCE OF 249.43 FEET TO THE POINT OF BEGINNING; ALL BEING AND LYING IN LAKE COUNTY, FLORIDA.

PLAT OF TREE SURVEY

PITT STREET
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FOOT) (M)



600.96'
ASPHALT ROADWAY N88°32'21"W

GRAND HIGHWAY
GRAND AVENUE (D)
PLATTED 60' RIGHT OF WAY
WIDTH VARIES (FOOT) (M)

STATE ROAD # 25
U.S. HIGHWAY # 27

S183°51'48"E

S114°50'09"E
202.51'

214.37'
N88°42'49"W

N00°24'50"E
3.00'

41.61'
N88°42'49"W

56.74'
N88°42'49"W

370.46'
S00°24'47"W

S88°43'29"E

852.75'

S00°24'50"W

618.36'

ASPHALT ROADWAY

- EXISTING TREES
- NEW TREES

AZIMUTH
SURVEYING AND MAPPING, INC.
31 BROAD STREET, SUITE 1A
WINTER GARDEN, FLORIDA 34787

(FIELD DATE) 8/07/2004
SCALE 1" = 100 FEET
APPROVED BY: TAD
JOB NO. AZ03870
DRAWN BY: TAD

SEE SHEET 2 OF 4 SHEETS FOR
TOPOGRAPHICAL SURVEY
SEE SHEET 3 OF 4 SHEETS FOR
BOUNDARY SURVEY
SEE SHEET 4 OF 4 SHEETS FOR
LEGAL DESCRIPTION AS FURNISHED
AND FOR THE 5' NORTH, 10' SOUTH,
AND 15' NORTH
SHEET 1 OF 4 SHEETS

NOTES:

OWNER: ALP INVESTMENTS LLC
13686 BROMLEY POINT DRIVE
JACKSONVILLE, FL 32225

EXISTING FLU: RESIDENTIAL / OFFICE

EXISTING ZONING: C-2

EXISTING USE: VACANT

PROPOSED USE: RESIDENTIAL MULTI-FAMILY

TOTAL AREA: 8.54 ACRES

ALTERNATE KEY: 2702184 (ALL) & 1070422 (PARTIAL)

ADJACENT ZONING:
NORTH C-2
SOUTH R-2 / R-3-A
EAST A (LAKE COUNTY)
WEST C-2

FLU:
NORTH RESIDENTIAL / OFFICE
SOUTH MEDIUM DENSITY RESIDENTIAL
EAST URBAN MEDIUM DENSITY (LAKE COUNTY)
WEST GENERAL COMMERCIAL

EXISTING USE:
NORTH VACANT
SOUTH RESIDENTIAL MULTI-FAMILY
EAST RESIDENTIAL SINGLE FAMILY
WEST VACANT

SETBACKS:
FRONT: 25'
SIDE: 25'
REAR: 25'
STREET: 25'

LANDSCAPE BUFFERS:
NORTH 15'
SOUTH 10'
EAST 15'
WEST 10'

WATER: CITY OF CLERMONT

SEWER: CITY OF CLERMONT

BUILDING HEIGHT: 45' MAXIMUM

WELANDS: NONE

PARKING REQUIRED: 221 SPACES
2 SPACES PER TWO BEDROOM UNIT
2.5 SPACES PER THREE BEDROOM UNIT
AS SHOWN: 17 BUILDINGS
EACH BUILDING: 2 - 3 BEDROOM = 5 SPACES
4 - 2 BEDROOM = 8 SPACES
TOTAL PER BUILDING: 13 SPACES

PARKING PROVIDED: 221 SPACES

VARIANCES REQUESTED: MAXIMUM CUT 20' FOR 20% OF SITE
MAXIMUM FILL 20' FOR 20% OF SITE
MAXIMUM RETAINING WALL 10' HEIGHT

Property Description

Begin at the intersection of the South right-of-way line at Pitt Street with the west right-of-way line of Grand Highway as shown on the plat of the City of Clermont, according to the plat thereof recorded in Plat Book 8, pages 17 thru 23, inclusive, Public Records of Lake County, Florida; thence N. 89°35'53" W. along the said South right-of-way line of Pitt Street; 600.95 feet to a concrete monument; thence S. 0°35'26" E., 370.25 feet to a concrete monument; thence S. 89°35'53" E., 600.93 feet to a concrete monument on the said West right-of-way line of Grand Highway; thence N. 0°35'26" W. along said right-of-way line, 368.63 feet to a concrete monument and the Point of Beginning, containing 5.0961 acres, more or less.

-AND-

The East 600.88 feet of the North 250 feet of the South 20 acres of Tract 34, Lake Highlands Company Plat, lying East of U.S. Highway Number 27, in section 19, Township 22 South, Range 26 East, Lake County, Florida, more particularly described as follows:

Commencing at East ¼ corner of Section 19, Township 22 South, Range 26 East, thence South 01°00'00" East along the East boundary of said Section 19 a distance of 399.09 feet, thence South 89°53'38" West a distance of 30 feet to the West right-of-way line of Grand Avenue being the Point of Beginning; thence North 89°53'53" West a distance of 600.93 feet, thence South 0°35'26" East a distance of 249.85 feet, thence N. 89°48'40" E., a distance of 600.88 feet to said West right-of-way line of Grand Avenue, thence N. 01°00'00" W., a distance of 249.43 feet to the Point of Beginning; all being and lying in Lake County, Florida.

PLANT SCHEDULE

CANOPY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT.	CAL.	SIZE	SPACING	REMARKS
1	2	Southern Magnolia	Magnolia grandiflora	65 gal	3" Cal	12' x 6'	As Shown	Native
2	2	Sycamore	Platanus occidentalis	65 gal	3" Cal	12' x 6'	As Shown	Native
3	2	Live Oak	Quercus virginiana	65 gal	3" Cal	12' x 6'	As Shown	Native
UNDERSTORY TREES	QTY	COMMON NAME	BOTANICAL NAME	CONT.	CAL.	SIZE	SPACING	REMARKS
4	2	Dahoon Holly	Ilex cassine	-	8" x 4"	As Shown	As Shown	Native
5	3	Yaupon Holly	Ilex vomitoria	-	8" x 4"	As Shown	As Shown	Native
SHRUBS	QTY	COMMON NAME	BOTANICAL NAME	CONT.	HEIGHT	WIDTH	SPACING	REMARKS
6	34	Ligustrum Shrub	Ligustrum japonicum	3 gal	24"	18"	36"	Non Native
7	34	Walter's Viburnum	Viburnum coccineum	3 gal	24"	18"	36"	Native

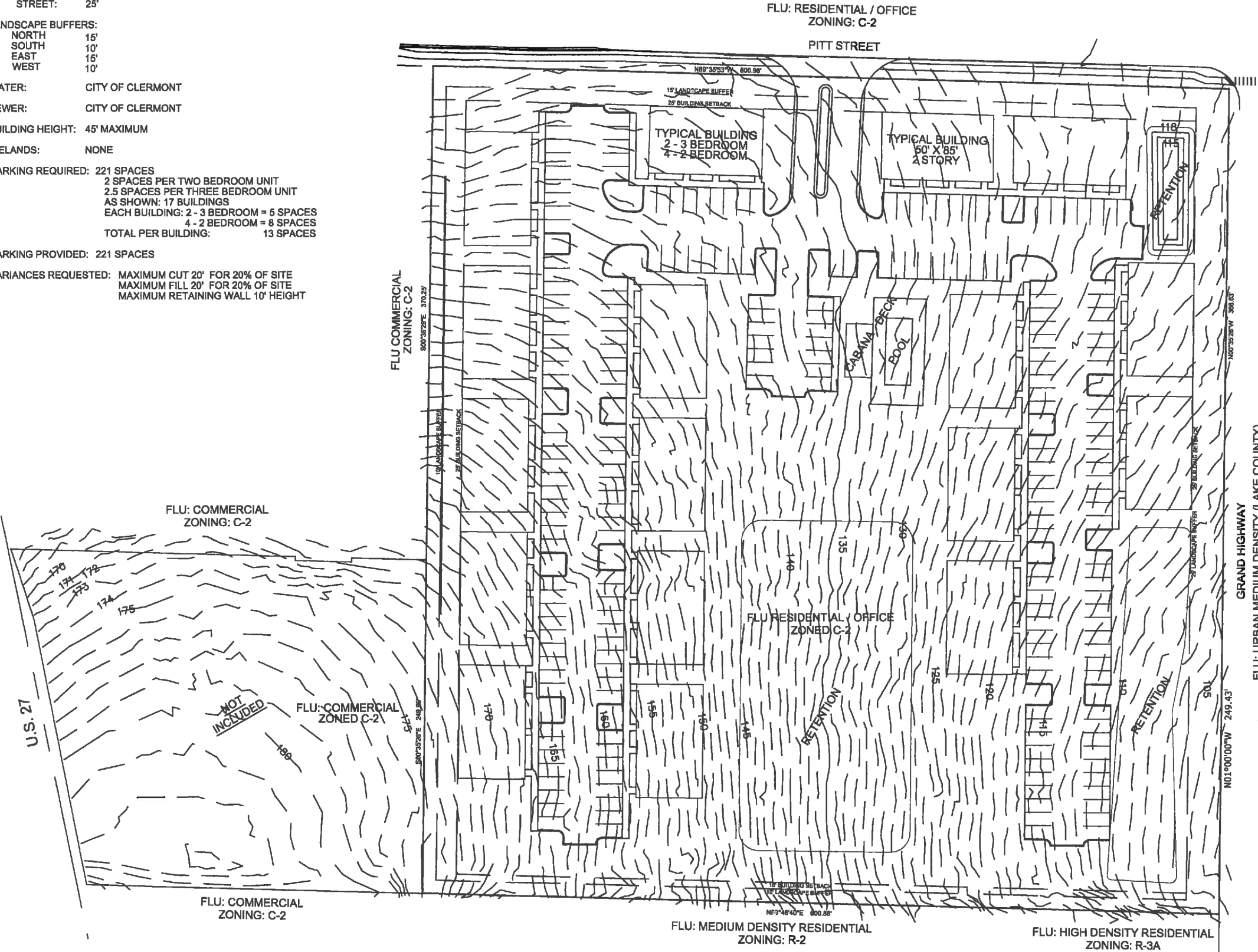


25' BUFFER (100')



10' BUFFER (100')

Conceptual Landscape Buffers



Concept Plan

Mason's Ridge
Clermont, Florida

Drawing Number: 1295-02
Original Date: 12/05-01
Date: June 22, 2016
Scale: 1"=40'
Drawn By: TWG / BESH
Layout: 24"x36"



Green Consulting Group, Inc.
Land Planning, Development, Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 Fax 352-357-9278 LC26000288

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a multifamily development with more than 12 units, and up to 12 units per acre, at the following location:

LOCATION

Vacant property south of Pitt Street, east of Highway 27,
and west of Grand Highway
AK 1070422 & 2702184

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

This request will be considered by the Planning & Zoning Commission on Tuesday, August 2, 2016 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, August 23, 2016 at 6:30pm.

All meetings will be held in 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
July 26 and August 16, 2016

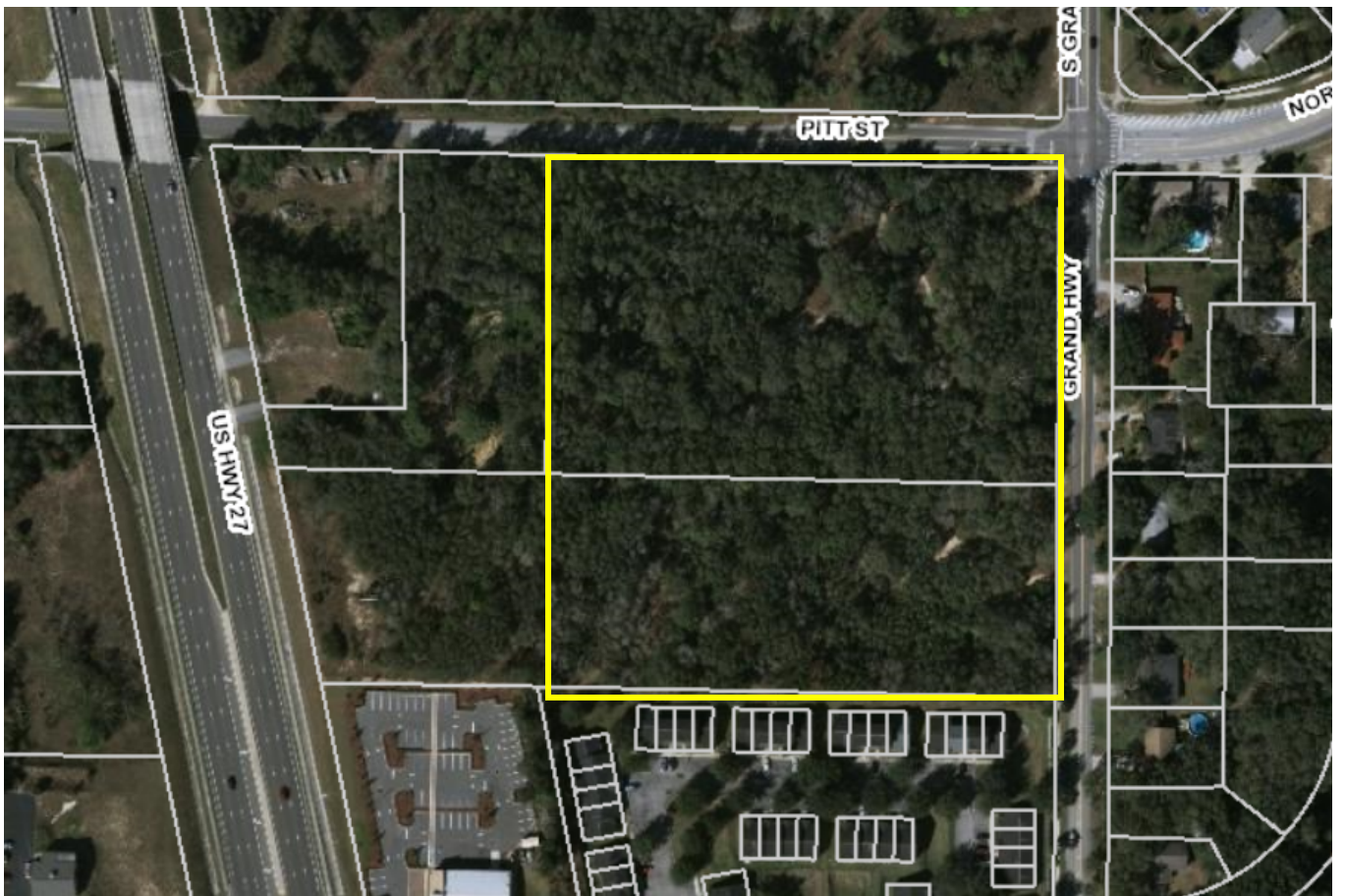


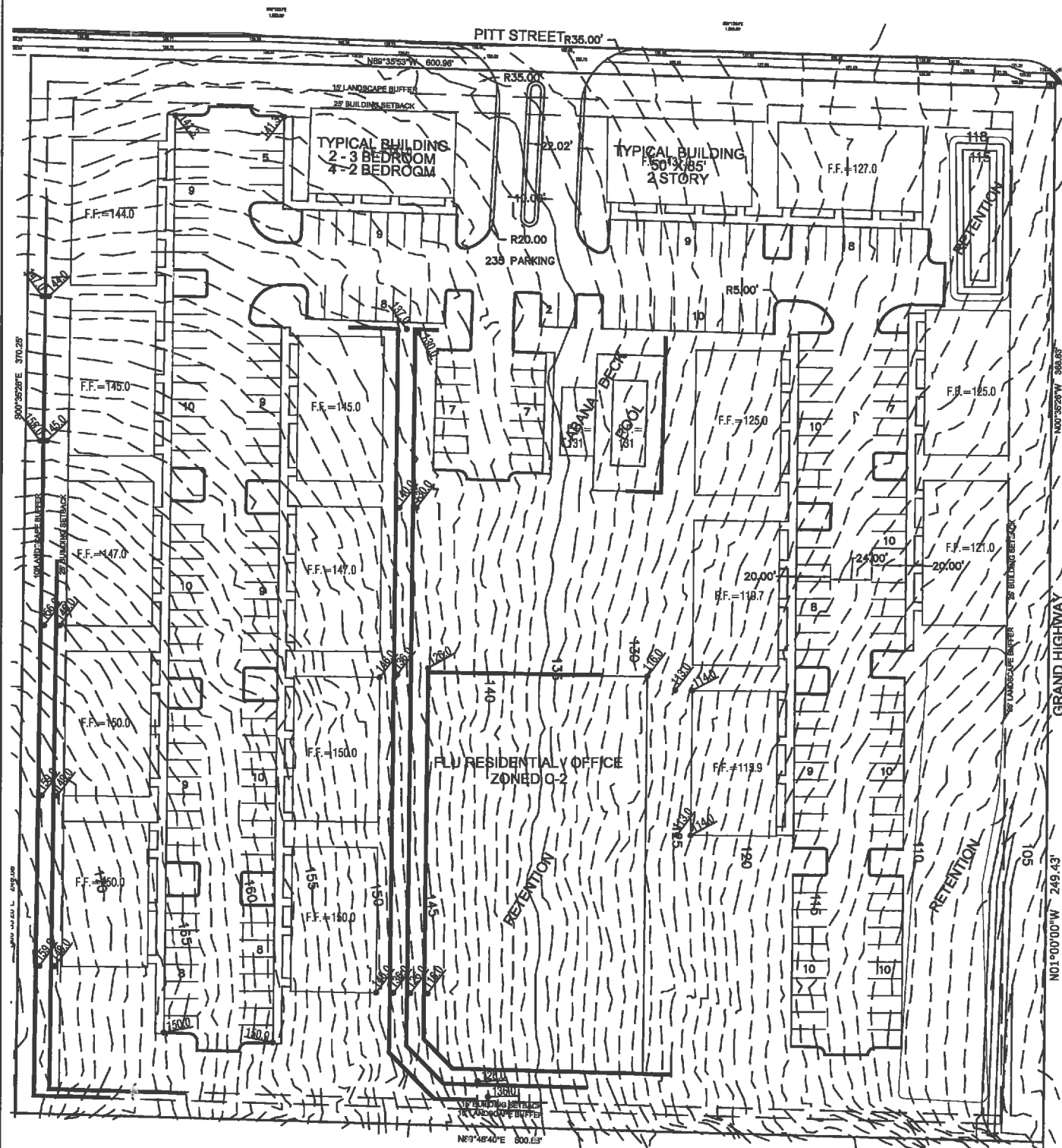
CITY OF CLERMONT

AGENDA ITEM

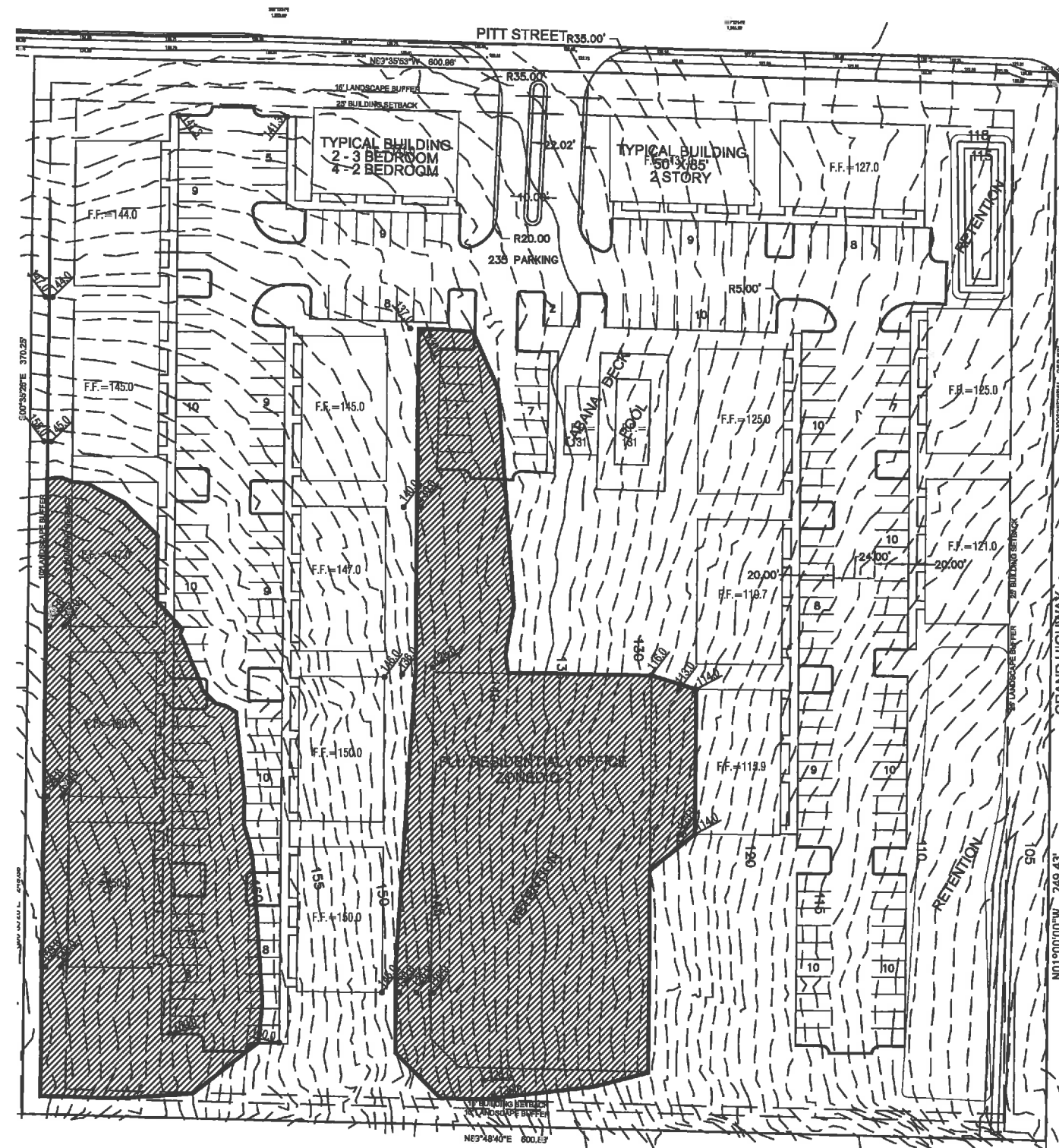
Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Variance Request <i>Mason's Ridge</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
The applicant is requesting two variances for the development of a proposed multifamily project. The first variance request is to allow for more than 10 feet of elevation change within the development. The overall site has a topography change of more than 60 feet within the 8 +/- acre site. The applicants have provided a cut/fill exhibit, dated July 25, 2016, detailing the areas that would exceed the 10-foot requirement. Information provided by the applicants indicates that they would not exceed 24 feet in cut within these areas. The applicants have indicated that the affected areas are less than 23 percent of the overall site. The applicant is also requesting to construct retaining walls that will exceed the code maximum height of 6 feet. The proposed walls will have a maximum height of 10 feet and are not located adjacent to either of the two rights-of-way. Section 86-174 of the land development code requires a positive finding on eight items in order to grant a variance, and staff believes that four of the eight that do not meet these findings. Therefore, staff recommends denial of this variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map 2.docx	
2. Cut and Fill	Grading-Wall plan.pdf	
3. Findings	Findings.docx	
4. Application	VAR application.pdf	
5. Legal ad	VAR Legal AD.docx	





Conceptual Grading Plan with Location of Walls Exceeding 6'



Conceptual Grading Plan with Location of Cut Exceeding 10'



Total Site: 8.54 Acres
Areas of 10'+ Cut = 1.94 Acres (22.7% of Site)
Maximum Cut 24'

Walls / Cut and Fill

Mason's Ridge
Clermont, Florida

Drawing Number: 1288-05
Original Date: 1288-03
Date: July 25, 2016
Scale: 1"=40'
Drawn By: TWG / BESH
Layout: 24"x36'



Green Consulting Group, Inc.
Landscape Architecture ■ Land Planning ■ Development Assistance
4070 United Avenue, Mount Dora, Florida 32757
352-357-9241 ■ Fax 352-357-9278 ■ LC26000288

The requirements for a variance are as follows:

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

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: *The excessive slope of the parcel requires excessive grading changes to provide reasonable accessibility between buildings.*

Staff comments: *Staff agrees that special conditions or circumstances are demonstrated in the development of this parcel. However, other sites have been developed meeting the LDC, with changes being made to the proposed development to accommodate the LDC without requesting a variance.*

Negative finding

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

Applicant response: *The existing grade has not been altered by the owner..*

Staff comments: *Staff agrees that the current owner did not create the condition. However, the limiting topographical elevations were present to the property prior to the applicants purchase.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: *The amount of the site available for development at the densities established by the city would be altered without relief in site grading and associated walls.*

Staff comments: *The applicants can still develop the property in conformance with the LDC, with modifications to the overall project and density.*

Negative finding

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

Applicant response: *The grading and proposed walls will increase the cost of developing the site*

Staff comments: *No evidence of decreased costs due to the variance request.*

Positive finding

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

Applicant response: *The variances being sought will allow the site to be developed in a manner like other sites with the same zoning.*

Staff comments: *The applicants are trying to maximize the potential use of the site by requesting the variance. With the proposed cut/fill areas greater than 10 feet comprising of less than 23% of the overall site, the variance could be considered the minimum variance necessary for the applicants to develop the site for the desired project.*

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: *Granting the variance will allow the site to be developed in a manner like other sites with the same zoning.*

Staff comments: *The city council has granted a variance request for this in the past for a topographical elevation change greater than 10 feet, the maximum limit allowed by the Clermont Land Development Code (LDC), Section 94-195(c)(2).*

Positive finding

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

Applicant response: *The areas of the site requiring the variance for grading and walls will reduce the overall exposure height of the proposed building as they are viewed from the adjacent site. The taller walls for the most part are from within the site.*

Staff comments: *The proposed variance does not seem to substantially diminish property values. The question of altering the essential character of the area surrounding the site can be debated. Based upon the submitted cut/fill exhibit by the applicants, the areas that exceed the 10 feet elevation change can be avoided if the proposed development is redesigned to take these areas in consideration. The applicants are seeking the maximum number of apartment units, allowable by code, for the site with the variance request.*

Negative finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: *The granting of the variance will allow for the development of the site with code compliant internal traffic and pedestrian circulation.*

Staff comments: *Staff does not feel the development will be detrimental or injurious to surrounding property owners.*

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 **four** of the eight that do not meet these findings. Therefore, staff recommends denial of this variance request .



CITY OF CLERMONT
VARIANCE
Application

DATE: July 25, 2016

FEE: \$200.¹⁰

PROJECT NAME (if applicable): Mason's Ridge

APPLICANT: Green Consulting Group, Inc Timothy W Green

CONTACT PERSON: Tim Green

Address: 4070 United Avenue

City: Mount Dora State: FL Zip: 32757

Phone: 352-357-9241 Fax: 352-357-9278

E-Mail: tgreen@greenconsultinggroup.com

OWNER: ALP Investments LLC

Address: 13686 Bromley Point Drive

City: Jacksonville State: FL Zip: 32225

Phone: _____ Fax: _____

Address of Subject Property: Not Assigned

General Location: at the Southwest corner of Pitt Street and Grand Highway, East of Highway 27

Legal Description (include copy of survey): See attached Survey

Land Use (City verification required): Residential / Office & Commercial

Zoning (City verification required): C-2



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. 94-195 Clearing and grading review criteria (c)(2) AND (d)(5)

What are you proposing to do that would require a variance and why? Grading for 22.7% of the site exceeding 10' (with a maximum of 24') and 10' retaining walls

How does the Code create a hardship? The site has a great deal of elevation change and could not be developed with a reasonable intensity without some areas of cut greater than 10' and retaining walls greater than 6'.

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

Variance requested – subject and code section: Elevation changes Sec. 94-195 (c)2 AND Retaining wall height Sec. 94-195 (d)(5)

Sec. 86-174. Review criteria and findings.

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

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

The excessive slope of the parcel requires excessive grading changes to provide reasonable accessibility between buildings.

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

The existing grade has not been altered by the owner.



CITY OF CLERMONT

VARIANCE

Application

Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

The amount of the site available for development at the densities established by the city would be greatly altered without relief in site grading and associated walls.

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

The grading and proposed walls will increase the cost of developing the site.

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

The variances being sought will allow the site to be developed at an intensity that is reasonable for this site.

(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;

Granting the variance will allow the site to be developed in a manner like other sites with the same zoning.

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

The areas of the site requiring the variance for grading and walls will reduce the overall exposure height of the proposed building as they are viewed from the adjacent site. The taller walls for the most part from within the site.



**CITY OF CLERMONT
VARIANCE**

Application

Page 4

(8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

The granting of the variance will allow for the development of the site with code compliant internal traffic and pedestrian circulation.

GREEN CONSULTING GROUP, LLC
TIMOTHY W. GREEN

Applicant Name (print)

X

A handwritten signature in blue ink, appearing to be 'T. Green'.

Applicant Name (signature)

Ava Parker

Owner Name (print)

X

A handwritten signature in blue ink, appearing to be 'Ava Parker'.

Owner Name (signature)

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

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

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

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: 1) To allow a topographical elevation change greater than 10 feet, the maximum limit allowed by the Clermont Land Development Code (LDC), Section 94-195(c)(2); 2) To allow for a retaining walls to be taller than 6 feet, rather than the maximum 6-foot wall - as required by the Land Development Code, Section 122-343 (c) (2) of the code, at the following location:

LOCATION:

Vacant property south of Pitt Street, east of Highway 27,
and west of Grand Highway
AK 1070422 & 2702184

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, August 23, 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
August 16, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Ordinance No. 2016-32 <i>Transmittal Comprehensive Plan Amendment</i>		
Requested Action		
Recommend transmittal of Ordinance 2016-32.		
Staff Report		
In September 2015, the City Council voted to adopt a new zoning designation, Planned Unit Development (PUD). Previously, projects would apply for a Conditional Use Permit (CUP) for a PUD. This process caused some confusion and challenges, particularly when annexing properties under the Interlocal Service Boundary Agreement (ISBA) that already had a PUD zoning in place from Lake County. After making this change to the land development code, it became apparent afterward that there were four places in the Future Land Use Element that were inconsistent with this code change. The language in the Future Land Use Element stated that when projects had densities higher than eight units per acre, a CUP was required. There was no mention of the new PUD zoning designation, which would permit densities higher than eight units per acre. Therefore, in order to eliminate these discrepancies, the addition of "or a Planned Unit Development (PUD) zoning" was added to these four areas of the text. An underlined and highlighted version of the Future Land Use Element has been provided for review indicating the four areas of insertion. Upon approval by the Council, the proposed amendment will be transmitted to the Florida Department of Economic Opportunity and the reviewing agencies. It will be brought back to the Council for adoption in October 2016. Staff recommends approval of the transmittal of Ordinance No. 2016-32 to add language to the Future Land Use Element that includes the adopted PUD zoning designation in the land development code. <i>At the August 2, 2016 Planning and Zoning Commission meeting, Commissioner Jack Martin moved to recommend approval of the comprehensive plan amendment transmittal; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance PUD Ord. 2016-32.doc		

2.	Exhibit A	Exhibit A - Future Land Use Element 2016 PUD change.docx
3.	Minutes	P&Z minutes.pdf
4.	Legal ad	PUD comp plan Legal ad.doc

CITY OF CLERMONT
ORDINANCE No. 2016-32

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

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

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

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing August 2, 2016 and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings August 23, 2016 and October 11, 2016 on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

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

Section 2.

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

CITY OF CLERMONT
ORDINANCE No. 2016-32

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2016-32

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of October, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER I
FUTURE LAND USE ELEMENT

Adopted June 23, 2009
Amended October 11, 2016

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CHAPTER I
FUTURE LAND USE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Objective 1.6: Residential Land Use Categories. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations. Based on current land use trends, the City estimates that the mix of uses in the residential categories will be about 85 percent residential and 15 percent public facilities/institutional and recreation uses.

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

Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments.

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

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

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are

consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

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

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

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

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

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

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

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

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

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

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

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. Residential development shall be limited to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

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

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

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

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

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

manufacturing or refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

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

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

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

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

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

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

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

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

Policy 1.12.2: All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify with its utility department that adequate water supplies will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

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

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

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

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

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

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

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

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

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

- Limitations on development density and intensity;
- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;
- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources.

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

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

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

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

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

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

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

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

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

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

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

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

Policy 1.14.5: If City construction activities reveal a suspected historical or pre-historic archaeological site, the City shall determine the extent and nature of the site and report such

findings to the state by a master site file application. The City shall mitigate any impacts to the site if the site is determined to be relatively intensive in cultural remains, or significant to the archaeological or historical record. Such determination of site extent, nature and significance shall be made by a professional archaeologist as recognized by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation.

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

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

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

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

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

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

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

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

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

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

- active or passive recreation sites;
- landscaped buffers;

- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements; and
- minimum open space requirements for master-planned developments.

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

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

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

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

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

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

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

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

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4. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend Chapter 98 Parking and Vehicular Use Areas to allow city on-street 8' x 22" parallel parking spaces.

CRA/Mobility Director Hitt presented Ordinance 2016-31.

Carol McDaniel, 14424 S. Grand Highway, stated that as the roads get smaller, business owners who driver larger vehicles and pull trailers will have issues with the smaller lanes and parking spaces.

Commissioner Whitehead moved to recommend approval of the code change; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

5. REQUEST FOR LAND DEVELOPMENT CODE AMENDMENT

REQUEST: To amend the Code of Ordinances to create a Downtown and Waterfront Entertainment District section.

CRA/Mobility Director Jim Hitt presented Ordinance 2016-33.

Robin Livesay, 14320 S. Grand Highway, stated that she likes the idea, however she used to go to the events but downtown is so crowded now. She stated that you have to park so far away in order to attend these events.

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

6. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To allow for a text amendment to the Future Land Use Element to add language regarding Planned Unit Development zoning.

Senior Planner Kruse presented the staff report as follows:

In September 2015, the City Council voted to adopt a new zoning designation, Planned Unit Development (PUD). Previously, projects would apply for a Conditional Use Permit for a Planned Unit Development. This process caused some confusion and challenges, particularly when annexing properties under the Interlocal Service Boundary Agreement (ISBA) that had a PUD zoning in place from Lake County. After making this change to the Land Development Code, it became apparent afterwards that there were four places in the Future Land Use Element that were inconsistent with this code change. The language in the Future Land Use Element stated that when projects had densities higher than eight units per acre, a CUP was required. There was no mention of the new PUD zoning designation, which would permit densities higher

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than eight units per acre. Therefore, in order to eliminate these discrepancies, the addition of “or a Planned Unit Development (PUD) zoning” was added to these four areas of the text. An underlined and highlighted version of the Future Land Use Element has been provided for review indicating the four areas of insertion.

Staff recommends approval of Ordinance No. 2016-32 to add language to the Future Land Use Element that includes the adopted Planned Unit Development zoning designation in the Land Development Code.

Commissioner Martin moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval.

There being no further business, the meeting was adjourned at 8:27 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2016-32

The City of Clermont will hold a public hearing Tuesday, August 2, 2016 at 6:30 pm before the Planning and Zoning Commission, Tuesday, August 23 2016 (transmittal) and October 11, 2016 (final hearing) at 6:30pm before the City Council to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

Ordinance #2016-32:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan for the City of Clermont, Florida, pursuant to the local government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the Future Land Use Element of the Comprehensive Plan; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

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

The proposed amendment may be inspected at the City's Development Services (first floor, City Hall) between 8am and 5pm, Monday-Friday.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
July 22 and September 27, 2016



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, August 23, 2016		
Agenda Item Name		
Ordinance No. 2016-37 <i>Introduction</i> <i>Police Officers Pension Plan</i>		
Requested Action		
Recommend Introduction of Ordinance No. 2016-37		
Staff Report		
Ordinance No. 2016-37 is proposed to amend the Police Officers Pension Plan Adoption Agreement for clarification of the following issues: > Section E. of the adoption agreement allows plan members to purchase prior service as a law enforcement officer with other agencies at their own cost in order to increase their monthly benefit. Recently, the question was raised whether the purchased service counts toward vesting service. After considerable discussion with the plan attorney, actuary and administrator, it was determined that the purchased service should be allowed to count towards vesting service. Since the cost of the prior service is paid totally by the plan member, there is no cost impact to the city. > Section M. of the adoption agreement allows plan members to enter the Deferred Retirement Option Plan (DROP) upon the first day of the month following the attainment of normal retirement age. The current language in the adoption agreement suggests that a plan member can only enter the DROP at normal retirement age. After considerable discussion with the plan attorney, actuary and administrator, it was determined that the plan language should be revised to allow a plan member to enter the DROP anytime after the attainment of normal retirement age. Both changes have been recommended for council approval by the Police Officers Pension Board of Trustees.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the city.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance No. 2016-37	Ordinance No 2016-37 Police Pension (Underlined) - 9-13-16.doc
2.	Police Officer Pension Plan Adoption Agreement - 9-13-16	Police Officers Adoption Agreement (Underlined) - 9-13-16.doc
3.	Ad	2016-37 Police Pension.doc

CITY OF CLERMONT
ORDINANCE No. 2016-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Clermont Police Officers' are presently provided pension and certain other benefits under Ordinance No. 304-C and;

WHEREAS, the City Council desires to amend the provisions of the Police Officers' Retirement Plan pursuant to the collective bargaining process;

SECTION 1.

NOW, THEREFORE BE IT ORDAINED, by the City Council of the City of Clermont, Lake County, Florida that the following sections of the Police Officers' Retirement Plan Adoption Agreement shall be amended to read as follows (note: strikethrough indicates removed words and underlined indicates added):

E. CREDITED SERVICE

Shall mean the total number of years and fractional parts of years of service as a participant during which the participant made required contributions to the plan, omitting intervening years or fractional parts of years when such participant is not employed by the City of Clermont. Credited service shall also include credited service purchased by a member in accordance with this section:

1. Participants who are employed in a position covered by the Plan may purchase up to a total of five (5) additional years of credited service under the Plan for:
 - a. The years and fractional parts of years that a member served as a full-time Police Officer for any other municipal, county or state law enforcement department in the State of Florida, or for full time service as a federal or other state, county or municipal service as a Law Enforcement Officer if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement; as provided under Chapter 943, Florida Statutes, or the Police Officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a Police Officer as defined herein; and/or

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- b. The years or fractional parts of years that a Police Officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine, or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City. Any participant who elects to purchase credited service shall pay the full actuarial cost of such credited service on or before three (3) months from date of election to purchase such credited service, in accordance with Subsection 3 below. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the salary for the year preceding the purchase of the service credits. The service credits shall be used for vesting, benefit accrual, and for satisfying service requirements for benefits.
2. No additional service credit will be allowed if the participant is receiving or will receive any other retirement benefit based on the prior government service.
3. Payment for the purchase of credited service authorized in Subsection 1, above, shall be made in one of the following manners:
 - a. Cash lump sum payment.
 - b. Direct transfer or rollover of an eligible rollover distribution from a qualified plan.
 - c. Any reasonable method established by the Trustees provided; however, that participants similarly situated shall be similarly treated.

Full payment for the purchase of past service credit must be made before separation from City employment.

M. DEFERRED RETIREMENT OPTION PROGRAM (DROP)

1. Eligibility

A participant who reaches the normal retirement date as a Police Officer for the City of Clermont and is a member of the City of Clermont Police Officers' Pension Plan may enter into a Deferred Retirement Option Plan ("DROP") on the first day of ~~the any~~ month following the attainment of normal retirement date as defined in the Plan Adoption Agreement. ~~Participants who attained their normal retirement date prior to the enactment of the "DROP" shall be afforded the option of participating immediately or retroactively to the date that they actually attained their normal retirement date. This option must be exercised no later than (60) days after the Board provided notice of this option to the affected employee.~~

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2. Written Election

An eligible participant electing to participate in the “DROP” must complete and execute the proper forms supplied by the plan and a resignation of employment. Election into the “DROP” is irrevocable once a participant completes the application to enter the “DROP”.

3. Limitation and Disqualification for Other Benefits

A participant may participate in the “DROP” only once. After commencement of participation the employee shall no longer earn or accrue additional vesting credits or credited years of service toward retirement benefits and shall not be eligible for disability or pre-retirement death benefits in the City of Clermont Police Officers’ Pension Plan.

4. Cessation or Reduction of Contributions

Upon the effective date of a participant’s commencement of participation in the “DROP”, the participant’s contributions to the City of Clermont Police Officers’ Pension Plan will be discontinued.

5. Benefit Calculations

For all City of Clermont Police Officers’ Pension Plan purposes, the credited service and vesting credits of a participant participating in the “DROP” shall remain as they existed on the effective date of commencement of participation in the “DROP”. The participant shall not earn or be credited with any additional vesting credits or credited service after beginning “DROP” participation. Service thereafter shall not be recognized by the City of Clermont Police Officers’ Pension Plan or used for the calculation or determination of any benefits payable by such Plan.

The average final compensation of the participant shall remain as it existed on the effective date of commencement of participation in the “DROP”. Payment for accrued unused leave (vacation, holiday, etc.) shall be made, at the option of the participant, from one of the following choices:

- a. when commencing participation in the “DROP”, or
- b. as the leave is actually used during participation in the “DROP”, or
- c. when the participant actually terminates employment with the City.

Earnings thereafter shall not be recognized by the Plan or used for the calculation or determination of any benefits payable by the Plan. However, the value of any retirement gift provided by the City shall be based on the date that a participant actually leaves employment with the City, including the “DROP” participation period.

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6. Payment of Drop Accounts

The monthly retirement benefits that would have been payable had the member elected to cease employment and receive normal retirement benefits shall be deposited in the participant's "DROP" account.

7. DROP Account Earnings

After each Fiscal Year quarter, the average daily balance in a participant's deferred retirement option account shall be credited at a rate of six and one-half percent (6.5%) annual interest compounded monthly. The Board of Trustees, along with the City, shall review the stated rate of return on an annual basis in order to determine the necessity of any adjustment for future "DROP" participants only.

8. Maximum Participation

A participant may participate in the "DROP" for a maximum of sixty (60) months. At the conclusion of the sixty (60) months, the participants' covered City employment must terminate pursuant to the resignation submitted by the participant as part of the "DROP" application. The participant may terminate "DROP" participation by advancing their resignation from covered City employment to a date prior to that submitted by the participant as part of the "DROP" application.

9. Payout

Upon the termination of a member's covered City employment (for any reason, whether by retirement, resignation, discharge or death), the retirement benefits payable to the participant or the participant's beneficiary (if the participant selected an optional form of retirement benefit which provides for payments to the beneficiary) shall be paid to the member or beneficiary and shall no longer be deposited into the participant's "DROP" account.

Within thirty (30) days after the end of any calendar quarter following the termination of a participant's employment, the balance in the participant's "DROP" account shall be payable at the participant's option:

- a. In full in a single lump sum payment, all accrued "DROP" benefits, plus interest, less withholding taxes remitted to the Internal Revenue Services (IRS), paid to the "DROP" participant or surviving beneficiary, or;
- b. As a direct rollover, all accrued "DROP" benefits, plus interest, paid directly from the "DROP" to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(B), Internal Revenue Code (IRC). If benefit is to be paid to a surviving beneficiary, the transfer shall be to an individual retirement account or annuity as

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described in Section 402(c) (9), IRC.

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- c. Partial lump sum. A portion of the accrued “DROP” benefits shall be paid to the participant or surviving beneficiary; less IRS tax, and the remaining “DROP” benefits shall be transferred directly to the custodian of an eligible retirement plan as defined in Section 402 (c)(8)(B), IRC. However, in the case of an eligible rollover distribution to the surviving beneficiary of a deceased participant, an eligible retirement plan is an individual retirement account or annuity as described in Section 402(c) (9), IRC. The “DROP” participant or surviving beneficiary shall specify the proportions.

Regardless of the option selected by the participant, the Board of Trustees has the right to accelerate payments in order to comply with Section 401 (A) (9) of the Internal Revenue Code and the right to defer payments to comply with Section 415 of the Internal Revenue Code.

10. Death

If a “DROP” participant dies before their account balances are paid out in full, the participant’s designated beneficiary shall have the same rights as the participant to elect and receive the payout options set forth in paragraph nine (IX) above. “DROP” payments to a beneficiary shall be in addition to any retirement benefits payable to the participant. Participants who are or have been “DROP” participants are not eligible for pre-retirement death or disability benefits.

11. Forms

The forms and notices approved by the City shall be used in the administration of the “DROP” Plan.

12. Amendment

The Board of Trustees, upon approval by the City Council, can amend the “DROP” at any time. Such amendments shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future “DROP” participants and upon all “DROP” participants who have balances in their accounts. Such amendments may increase the expense, decrease the account earnings, or limit or restrict the payout options.

SECTION 2.

Any portion of the City of Clermont Code or any Ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

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SECTION 3.

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 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.

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

**FLORIDA MUNICIPAL PENSION TRUST FUND
DEFINED BENEFIT PLAN AND TRUST**

ADOPTION AGREEMENT

The undersigned Employer adopts the Florida Municipal Pension Trust Fund Defined Benefit Plan and Trust for those Employees who shall qualify as Participants hereunder, to be known as the Retirement Plan and Trust for the Police Officers of the City of Clermont

It shall be effective as of the date specified below. The Employer hereby selects the following Plan specifications:

EMPLOYER INFORMATION

Employer:	City of Clermont
Contact Name and Title:	Joseph E. Van Zile, Finance Director
Address:	P. O. Box 120219 Clermont, FL 34712-0219
Telephone:	352-241-7368
Fax:	352-394-4082
E-Mail:	jvanzile@clermontfl.org

NAME AND ADDRESS OF TRUSTEE:

Florida Municipal Pension Trust Fund
301 S. Bronough St., Suite 300
P.O. Box 1757
Tallahassee, FL 32302-1757
TEL: (850)222-9684 Fax: (850)222-3806

LOCATION OF EMPLOYER'S PRINCIPAL OFFICE:

The Employer is located in the State of Florida
and this Trust shall be enforced and construed
under the laws of the State of Florida.

EMPLOYER FISCAL YEAR:

Twelve months commencing on October 1st and ending on September 30th.

A. PLAN INFORMATION

This Adoption Agreement shall establish a Plan and Trust with the following provisions:

1. **Plan Inception Date:** December 20, 1960
2. **Plan Year** (12 consecutive month period)
Beginning October 1 and Ending September 30
3. **Plan Anniversary Date (Annual Valuation Date):** October 1
4. **Name of Plan Administrator:**
Florida League of Cities, Inc.
301 S. Bronough St., Suite 300
Post Office Box 1757
Tallahassee, Florida 32302-1757
Tel: (850) 222-9684 Fax: (850) 222-3806
5. **Florida Municipal Pension Trust Fund I.D. Number:** 59-2961075
6. **Florida Municipal Pension Trust Funds' Agent for Legal Process:**
Christiansen & Dehner, P. A.
63 Sarasota Center Boulevard, Suite 107
Sarasota, FL 34240
Tel: (941) 377-2200 Fax: (941) 377-4848

B. PLAN

This plan represents the full-time Police Officers of the City of Clermont.

C. ELIGIBILITY

All full-time Police officers of the City of Clermont are eligible to participate in this plan immediately when hired. (*Statutory requirement for Plans operating under Chapters 185, Fl. Stat.*)

D. SALARY

Shall mean the total cash remuneration paid to a Police Officer for services rendered, but not including any payments for extra duty or special detail work performed on behalf of a second party employer. The amount of annual overtime compensation that may be included in the calculation of the participant's retirement benefit shall be limited to the first three hundred (300) hours of overtime paid per calendar year. The remuneration paid a Police Officer by the employer for a plan year **excludes** bonuses. The amount of the accrued unused sick or annual leave payment at retirement that may be included in the calculation of the participant's retirement benefit shall be the lesser of (a) the total value of accrued unused sick or annual leave that would have been paid to the participant based on years of service as of February 14, 2012 or (b) the actual amount of accrued unused sick or annual leave paid to the participant at retirement.

E. CREDITED SERVICE

Shall mean the total number of years and fractional parts of years of service as a participant during which the participant made required contributions to the plan, omitting intervening years or fractional parts of years when such participant is not employed by the City of Clermont. Credited service shall also include credited service purchased by a member in accordance with this section:

1. Participants who are employed in a position covered by the plan may purchase up to a total of five (5) additional years of credited service under the plan for:
 - a. The years and fractional parts of years that a member served as a full-time police officer for any other municipal, county or state law enforcement department in the State of Florida or for full time service as a federal or other state, county or municipal service as a law enforcement officer if the prior service is recognized by the Criminal Justice Standards and Training Commission within the Department of Law Enforcement, as provided under Chapter 943, Florida Statutes, or the police officer provides proof to the Board that such service is equivalent to the service required to meet the definition of a police officer as defined herein; and/or
 - b. The years or fractional parts of years that a police officer serves or has served on active duty in the military service of the Armed Forces of the United States, the United States Merchant Marine or the United States Coast Guard, voluntarily or involuntarily and honorably or under honorable conditions, prior to first and initial employment with the City. Any participant who elects, to purchase credited service, shall pay the full actuarial cost of such credited service on or before three (3) months from date of election to purchase such credited service in accordance with subsection 3 below. The calculation of the full actuarial cost shall be made using the assumptions contained in the actuarial valuation performed prior to the purchase of the service credits. The employee salary used as the initial salary for the projected salary shall be the salary for the year preceding the purchase of the service credits. The service credits shall be used for vesting, benefit accrual and for satisfying service requirements for benefits.
2. No additional service credit will be allowed if the participant is receiving or will receive any other retirement benefit based on the prior government service.
3. Payment for the purchase of credited service authorized in subsection 1, above, shall be made in one of the following manners:
 - a. Cash lump sum payment.
 - b. Direct transfer or rollover of an eligible rollover distribution from a qualified plan.

- c. Any reasonable method established by the Trustees provided, however, that participants similarly situated shall be similarly treated.

Full payment for the purchase of past service credit must be made before separation from City employment.

F. AVERAGE FINAL COMPENSATION

Shall mean one-twelfth (1/12) of the average annual compensation of the five (5) best years of the last ten (10) years of Credited Service prior to retirement, termination or death, or the career average, whichever is greater.

G. BENEFIT AMOUNTS AND ELIGIBILITY

1. Normal Retirement Date

A Participant's Normal Retirement Date shall be the first day of the month coincident with or next following the attainment of age 55 and 10 years of service or 20 years of service, regardless of age.

2. Normal Retirement Benefit

The monthly retirement benefit shall be equal to the sum of (1) the number of years of service prior to October 1, 2002 multiplied by 2.25% and (2) the number of years of service after October 1, 2002, multiplied by 3% and multiplied by average final compensation.

3. Early Retirement Date

A Participant may retire on his Early Retirement Date, which shall be the first day of any month coincident with or next following the attainment of age 50 and the completion of 10 years of credited service.

4. Early Retirement Benefit

The accrued benefit will be reduced by three percent (3%) for all years before normal retirement age.

H. DISABILITY BENEFITS

1. Disability Benefits In-the-Line-of-Duty:

A member determined to be totally and permanently disabled from service connected injury or disease will receive the greater of (a) the accrued benefit, (b) the accumulated contributions at 5% interest or (c) 42% of average compensation.

2. Disability Benefits Off-Duty

A member determined to be totally and permanently disabled from a non-service connected injury or disease must have completed at least ten (10) years of service.

A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has completed the required years of service will receive the greater of (a) the accrued benefit, (b) the accumulated contributions at 5% interest or (c) 25% of average compensation. A member determined to be totally and permanently disabled from a non-service connected injury or disease and who has not completed the required years of service shall receive a return of employee contributions with 5% interest.

I. DEATH BENEFITS

1. Death Prior to Vesting - In-Line-Of-Duty

If a member dies prior to retirement in-the-line-of-duty, and he is not vested, his

beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

2. Death After Vesting - In-Line-Of-Duty

If a member dies prior to retirement in-the-line-of-duty, and he is vested, having completed the required years of credited service, his beneficiary shall receive the benefits otherwise payable to the member at the member's early or normal retirement date.

3. Death Prior to Vesting – Off-Duty

If a member dies prior to retirement other than in-the-line-of-duty, but he is not vested, his beneficiary shall receive a refund of one hundred percent (100%) of the member's accumulated contributions.

4. Death After Vesting - Off-Duty

If a member dies prior to retirement other than in-the-line-of-duty, and he is vested, having completed the required years of credited service, his beneficiary shall receive the benefits otherwise payable to the member at the member's early or normal retirement date.

J. TERMINATION OF EMPLOYMENT AND VESTING

If a member's employment is terminated either voluntarily or involuntarily the following benefits are payable:

1. If the member has less than five (5) years of credited service upon termination of employment, the member shall be entitled to a refund of his accumulated contributions or the member may leave the accumulated contributions deposited with the Fund.
2. If the member has more than five (5) and less than ten (10) years of Credited Service upon termination of employment, the member shall be entitled to their accrued monthly retirement benefit, starting at the member's otherwise Normal or Early Retirement Date, provided he does not elect to withdraw his contributions and provided he survives to his Normal or Early Retirement Date. In accordance with the following schedule:

<u>Years of Service</u>	<u>Vesting %</u>
5	50%
6	60%
7	70%
8	80%
9	90%

For the purposes of this section only, a member may start drawing his vested Accrued Benefit at age 55. Early retirement deduction will be based on the years between age 55 and Early Retirement Date.

3. If the member has ten (10) or more years of Credited Service upon termination of employment, the member shall be entitled to their accrued monthly retirement benefit, starting at the member's otherwise Normal or Early Retirement Date, provided he does not elect to withdraw his contributions and provided he survives to his Normal or Early Retirement Date. Early and Normal Retirement Dates are based on actual years of Credited Service.

K. EMPLOYEE CONTRIBUTIONS

Members of the Plan shall be required to make regular contributions to the Fund in the amount of three percent (3%) % of their salary on a pre-tax basis.

L. COST OF LIVING ADJUSTMENT

Not applicable unless otherwise stated.

M. DEFERRED RETIREMENT OPTION PROGRAM (DROP)

1. Eligibility

A participant who reaches the normal retirement date as a Police Officer for the City of Clermont and is a member of the City of Clermont Police Officers' Pension Plan may enter into a Deferred Retirement Option Plan ("DROP") on the first day of the

any

month following the attainment of normal retirement date as defined in the Plan Adoption Agreement. ~~Participants who attained their normal retirement date prior to the enactment of the "DROP" shall be afforded the option of participating immediately or retroactively to the date that they actually attained their normal retirement date. This option must be exercised no later than (60) days after the Board provided notice of this option to the affected employee.~~

2. Written Election

An eligible participant electing to participate in the "DROP" must complete and execute the proper forms supplied by the plan and a resignation of employment. Election into the "DROP" is irrevocable once a participant completes the application to enter the "DROP".

3. Limitation and Disqualification for Other Benefits

A participant may participate in the "DROP" only once. After commencement of participation the employee shall no longer earn or accrue additional vesting credits or credited years of service toward retirement benefits and shall not be eligible for disability or pre-retirement death benefits in the City of Clermont Police Officers' Pension Plan.

4. Cessation or Reduction or Contributions

Upon the effective date of a participant's commencement of participation in the "DROP", the participant's contributions to the City of Clermont Police Officers' Pension Plan will be discontinued.

5. Benefit Calculations

For all City of Clermont Police Officers' Pension Plan purposes, the credited service and vesting credits of a participant participating in the "DROP" shall remain as they existed on the effective date of commencement of participation in the "DROP". The participant shall not earn or be credited with any additional vesting credits or credited service after beginning "DROP" participation. Service thereafter shall not be recognized by the City of Clermont Police Officers' Pension Plan or used for the calculation or determination of any benefits payable by such Plan.

The average final compensation of the participant shall remain as it existed on the effective date of commencement of participation in the "DROP". Payment for accrued unused leave (vacation, holiday, etc.) shall be made, at the option of the participant, from one of the following choices:

- a. when commencing participation in the “DROP”, or
- b. as the leave is actually used during participation in the “DROP”, or
- c. when the participant actually terminates employment with the City.

Earnings thereafter shall not be recognized by the Plan or used for the calculation or determination of any benefits payable by the Plan. However, the value of any retirement gift provided by the City shall be based on the date that a participant actually leaves employment with the City including the “DROP” participation period.

6. Payments to DROP Accounts

The monthly retirement benefits that would have been payable had the member elected to cease employment and receive normal retirement benefits shall be deposited in the participant’s “DROP” account.

7. DROP Account Earnings

After each fiscal year quarter, the average daily balance in a participant’s deferred retirement option account shall be credited at a rate of six and one-half percent (6.5%) annual interest compounded monthly. The Board of Trustees along with the City shall review the stated rate of return on an annual basis in order to determine the necessity of any adjustment for future “DROP” participants only.

8. Maximum Participation

A participant may participate in the “DROP” for a maximum of sixty (60) months. At the conclusion of the sixty (60) months, the participants’ covered city employment must terminate pursuant to the resignation submitted by the participant as part of the “DROP” application. The participant may terminate “DROP” participation by advancing their resignation from covered city employment to a date prior to that submitted by the participant as part of the “DROP” application.

9. Payout

Upon the termination of a member’s covered City employment (for any reason, whether by retirement, resignation, discharge or death), the retirement benefits payable to the participant or the participant’s beneficiary (if the participant selected an optional form of retirement benefit which provides for payments to the beneficiary) shall be paid to the member or beneficiary and shall no longer be deposited into the participant’s “DROP” account.

Within thirty (30) days after the end of any calendar quarter following the termination of a participant’s employment, the balance in the participant’s “DROP” account shall be payable at the participant’s option:

1. In full in a single lump sum payment, all accrued “DROP” benefits, plus interest, less withholding taxes remitted to the Internal Revenue Services (IRS), paid to the “DROP” participant or surviving beneficiary, or;
2. As a direct rollover, all accrued “DROP” benefits, plus interest, paid directly from the “DROP” to the custodian of an eligible retirement plan as defined in Section 402(c)(8)(B), Internal Revenue Code (IRC). If benefit is to be paid to

a surviving beneficiary, the transfer shall be to an individual retirement account or annuity as described in Section 402(c) (9), IRC.

3. Partial lump sum – A portion of the accrued “DROP” benefits shall be paid to the participant or surviving beneficiary, less IRS tax, and the remaining “DROP” benefits shall be transferred directly to the custodian of an eligible retirement plan as defined in Section 402 (c)(8)(B), IRC. However, in the case of an eligible rollover distribution to the surviving beneficiary of a deceased participant, an eligible retirement plan is an individual retirement account or annuity as described in Section 402(c) (9), IRC. The “DROP” participant or surviving beneficiary shall specify the proportions.

Regardless of the option selected by the participant, the Board of Trustees has the right to accelerate payments in order to comply with Section 401 (A) (9) of the Internal Revenue Code and the right to defer payments to comply with Section 415 of the Internal Revenue Code.

10. Death

If a “DROP” participant dies before their account balances are paid out in full, the participant’s designated beneficiary shall have the same rights as the participant to elect and receive the payout options set forth in paragraph nine (IX) above. “DROP” payments to a beneficiary shall be in addition to any retirement benefits payable to the participant. Participants who are or have been “DROP” participants are not eligible for pre-retirement death or disability benefits.

11. Forms

The forms and notices approved by the City shall be used in the administration of The “DROP” Plan.

12. Amendment

The Board of Trustees, upon approval by the City Council, can amend the “DROP” at any time. Such amendments shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future “DROP” participants and upon all “DROP” participants who have balances in their accounts. Such amendments may increase the expense, decrease the account earnings, or limit or restrict the payout options.

N. SHARE PLAN

The purpose of this Section is to implement the provisions of Chapter 185, Florida Statutes, and to provide a mechanism to pay required “extra benefits” to Police Officers based on the growth of premium tax revenue pursuant to Chapter 185. The monies shall be derived exclusively from monies received from the state and not from any additional taxes levied by the City.

Effective January 26, 2016, the City agrees to convert 100% of the Chapter 185 reserve fund to a share plan. The total amount shall be credited to each Participant based on their completed months of credited service in proportion to the combined completed months of credited service of all Participants.

Effective January 26, 2016, the Union agrees to allow the City to use 100% of all future Chapter 185 annual distributions up to the amount received in the 2012 calendar year

(\$211,000) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to Participant share accounts, with each Participant's account receiving an equal share of the total amount allocated.

All monies received will be placed in the Fund, as outlined in Article 4 of the Basic Plan Document, and shall be commingled for investment purposes with the other assets of the City's retirement pension funds. Separate accounting shall be maintained for all commingled assets.

In accordance with provisions of Chapter 185, Florida Statutes and such other required authority, a Police Officer, who is a Participant, shall be entitled to one share for each year of Credited Service, as defined below, as a Police Officer of the City. Each Participant shall thereupon have as many shares as years of Credited Service. The number of years of Credited Service rendered by each Participant shall be determined and a record thereof shall be made on the Participant's service record.

For purposes of this Section, the word, Credited Service shall mean all time served as a regularly appointed or employed Police Officer of the City for which regular compensation is paid by the City and all times during which a Participant is absent on military leave. It shall include all leave of absences with pay, but shall not include leave of absences during which no regular compensation is paid by the City, except military leave. Credited Service for the purposes of the Share Plan only, shall include participants in the DROP.

Available funds shall be credited to active Participant share accounts, or Participants in the DROP, as of September 30th of the applicable Plan Year. Available funds shall be prorated to each qualifying Police Officer in proportion to the number of individual shares for the Plan Year by credit to the Fund.

The Board of Trustees shall pay all costs and expenses for the management and operation for the current fiscal year and shall set aside as much of the income as it considers advisable as a reserve for expenses for the next fiscal year. After deducting these monies, the remaining monies shall be allocated and credited to the Fund on behalf of the respective Participants. The City shall bear no expense in the operation of this share plan.

Upon termination of employment, the Participant shall be paid the entire amount standing to this credit in the Fund in a lump sum to the Participant as soon as administratively feasible following his termination of employment.

No Participant, or designated beneficiary, shall be entitled to payment of their share balance unless the Participant or beneficiary becomes eligible for a normal, early, disability, or death benefit from the defined benefit plan. Upon the separation from service of a non-vested Participant (as defined in Section J. of the Adoption Agreement), shares shall revert back into this Share Plan and shall be reallocated to the membership unless the former Participant returns to service prior to the September 30th allocation date.

If any provisions of this Section or the Plan hereby created shall conflict with the provisions of Chapter 185, Florida Statutes, such conflict shall be resolved in favor of the statutory provisions which are intended to control.

This Adoption Agreement may be used only in conjunction with the Basic Defined Benefit Plan Document. This Adoption Agreement and the Basic Defined Benefit Plan Document shall together be known as the Retirement Plan and Trust for the Police Officers of the City of Clermont.

The Adoption Agreement and the Basic Defined Benefit Plan Document are furnished for the consideration of the Employer and its legal and financial advisors. The Florida Municipal Pension Trust Fund advises the sponsoring Employer to consult with its own attorney and financial advisors on the legal and tax implications of the Defined Benefit Plan and the Adoption Agreement. Nothing herein should be construed as constituting legal or tax advice.

We understand that the Employer may amend any election in this Adoption Agreement by giving the Trustee written notification of such Amendment as adopted.

The Employer hereby agrees to operate under the provisions of the Master Trust Agreement creating the Florida Municipal Pension Trust Fund, which is incorporated in full into this Agreement and attached hereto as Exhibit A to the Basic Defined Benefit Plan Document and the Adoption Agreement.

IN WITNESS WHEREOF, the Employer and Trustee hereby cause this Agreement to be executed on this 13th day of September 2016.

City of Clermont

Gail L. Ash, Mayor

LEGAL NOTICE

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

ORDINANCE NO. 2016-37

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF CLERMONT POLICE OFFICERS' PENSION TRUST FUND, AS ADOPTED BY ORDINANCE NO. 304-C; PROVIDING PLAN BENEFIT REVISIONS; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, September 13, 2016 at 6:30pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
August 30, 2016