



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, October 25, 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

PROCLAMATION

National American Indian Heritage Month

PRESENTATIONS

Economic Development Update: Hispanic Business Initiative Foundation

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 October 11, 2016 Regular Council Meeting minutes.

Item No. 2 - Legislative Priorities

Consider approval of the City of Clermont Legislative priorities list.

Item No. 3 - Event Request, Fee Variance, Sponsorship, Open Container Allowance and Budget Amendment

Consider request from Sommer Sports to approve the 2017 season, waive all grounds fees associated, season sponsorship and budget amendment in the amount of \$15,000.

Item No. 4 - Resolution No. 2016-46 and Budget Amendment

Consider Resolution authorizing the purchase of property located on Highway 50 adjacent to Fire Station No. 1 from Daniel Soto and a budget amendment in the amount of \$35,000.

Item No. 5 - Resolution No. 2016-47 and Budget Amendment

Consider Resolution authorizing the purchase of property located at 8th Street and Osceola Street adjacent to Lake Minneola from CSX Transportation, Inc. and a budget amendment in the amount of \$200,000.

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| Item No. 6 - Proposal Award and Budget Amendment | Consider award to American Janitorial Inc. to provide janitorial services at the Clermont Arts and Recreation Center and a budget amendment in the amount of \$55,863.32 |
| Item No. 7 - Contract Award | Consider request to piggyback the Lake County B.C.C. term contract with Leesburg Concrete Company, Inc. to provide precast concrete restrooms and related site work in the budgeted amount of \$223,767. |
| Item No. 8 - Vehicle Purchase | Consider request to piggyback the Florida Sheriffs Association contract number FSA16-VEL24.0 to purchase budgeted vehicles for the Environmental Services and Parks and Recreation Departments in the budgeted amount of \$183,437.70. |
| Item No. 9 - Vehicle Purchase | Consider request to piggyback the Florida Sheriffs Association contract number FSA16-VEL14.0 to purchase budgeted sanitation vehicles in the amount of \$479,198. |
| Item No. 10 - Purchase Approval | Consider approval of engineering services for the East Side Water Reclamation Facility Dewatering Improvements to upgrade the belt press in the budgeted amount of \$97,023.00. |

UNFINISHED BUSINESS

- | | |
|---|--|
| Item No. 11 - Ordinance No. 2016-32 <i>Final Comprehensive Plan Amendment</i> | Consider ordinance for a text amendment to the Future Land Use Element to add language regarding Planned Unit Development zoning. |
| Item No. 12 - Ordinance No. 2016-39 <i>Final Headquarter Mazda</i> | Consider an ordinance to change the future land use from Lake County Commercial to City of Clermont Commercial for property located at 17500 Highway 50. |

**CITY OF CLERMONT
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Item No. 13 - Ordinance No. 2016-41 *Final*
Headquarter Mazda

Consider an ordinance to change the zoning from Urban Estate to Commercial for property located at 17500 Highway 50.

Item No. 14 - Ordinance No. 2016-42 *Final*
Code Change

Consider ordinance to amend Chapter 2, Code Enforcement Citations, Section 2-225 of the Code of Ordinances.

NEW BUSINESS

Item No. 15 - Variance Request
Rentas

Request for a rear yard setback of 19 feet instead of 25 feet for a proposed screened room located at 2475 Hastings Boulevard.

Item No. 16 - Resolution No. 2016-41
Hayes Brothers Funeral Home

Consider a conditional use permit to allow a funeral home in the C-1 Light Commercial zoning district located at 191 W. Broome Street.

Item No. 17 - Ordinance No. 2016-40 *Transmittal*
Density Amendment

Consider transmittal of an ordinance to amend the Future Land Use Element of the Comprehensive Plan for the Downtown Mixed Use future land use category.

Item No. 18 - Ordinance No. 2016-43 *Introduction*
Council Salary

Consider Ordinance introduction and discussion to change the compensation for the Mayor and Council Members beginning January 1, 2019.

Item No. 19 - Ordinance No. 2016-48 *Introduction*
Medical Marijuana

Consider ordinance introduction to amend the code of ordinances to include Medical Marijuana Dispensaries regulations.

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.



Whereas, the history and culture of our great nation have been significantly influenced by American Indians and indigenous people; and

Whereas, the contributions of American Indians have enhanced the freedom, prosperity, and greatness of America today; and

Whereas, their customs and traditions are respected and celebrated as part of a rich legacy throughout the United States; and

Whereas, Native American Awareness Week began in 1976 and recognition was expanded by Congress and approved by President George Bush in August 1990, designating the month of November as National American Indian Heritage Month; and

Whereas, in honor of National American Indian Heritage Month, community celebrations as well as numerous cultural, artistic, educational and historical activities have been planned;

Now, Therefore, I, Gail L. Ash, by virtue of the authority vested in me as Mayor of the City of Clermont in the State of Florida, do hereby proclaim November as

National American Indian Heritage Month

in the City and urge all our citizens to observe this month with appropriate programs, ceremonies and activities.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 25th day of October in the year two thousand sixteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



AGENDA ITEM

Meeting Date	
Tuesday, October 25, 2016	
Agenda Item Name	
Economic Development Update: Hispanic Business Initiative Foundation	
Requested Action	
Staff Report	
HBIF hosts their largest fundraising event Tour Latino at waterfront park annually in Clermont. This event is comprised of a series of cycling route options, vendor area, dominos competition and family friendly fun. This event is expected to attract 1500 cyclists from across Florida to waterfront park in January 2017. The event will be featured on Univision Television, Univision/Telemundo averages 1.8 million viewers per day. Lake County nor Clermont currently offer business assistance or entrepreneurial support specifically to the Hispanic community. HBIF desires a presence at the City of Clermont to expand business support to Lake County, Sumter and West Orange County.	
Additional Analysis	
<u>Analysis</u> Diversity is the cornerstone to success in any city. There is a regional growth of Latino entrepreneurs the Latino population is young, growing at a faster rate than any other demographic, and Latino businesses are in the “sweet spot” of growth and community interaction. The U.S. economy could grow by \$1.4 trillion if Latino businesses were fully supported and thrived at their maximum potential according to a study conducted by Stanford Latino Entrepreneurship Initiative, in California. According to the US Census 2015, Hispanics made up the largest minority group in Lake County representing 15% of the population. In Clermont, Hispanics comprise 20% of the population- the largest minority group in Clermont. In comparison, Hispanics comprise 17% of the population in Orlando. According to BEBR, University of Florida population data, Lake County will nearly double its Hispanic population by 2035. Lake County nor Clermont currently offer business assistance or entrepreneurial support specifically to the Hispanic community.	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. HBIF Presentation	General HBIF Presentation - partners.pdf	



HBIF 25 YEARS
HISPANIC BUSINESS INITIATIVE FUND

The logo is centered within a white diamond shape that has a thick blue border. The background of the entire image is a solid blue color. The text 'HBIF' is in a bold, dark blue, sans-serif font. The number '25' is in a large, light gray, stylized serif font. The word 'YEARS' is in a smaller, light gray, sans-serif font. Below the 'HBIF' text is a dark blue horizontal bar with the words 'HISPANIC BUSINESS INITIATIVE FUND' in white, sans-serif, all-caps font.

Unique Mission

- Specializes in assisting **Hispanic entrepreneurs** who want to establish or expand their businesses
- Does not provide business networking or professional development
- Provides **bilingual and culturally sensitive services** designed exclusively for business owners, including consulting, seminars, entrepreneurial grants and loan facilitation



Leveraging Resources

- **Relies on partnerships** and refers clients to other community organizations, lenders and economic development agencies for networking, lending and professional development opportunities
- Leverages funding through **diverse revenue streams**, including government grants, corporate contributions, fundraising events and individual philanthropic donors

Mission, History & Milestones

1991

Established Hispanic Business Initiative Fund West Coast, Inc. in Tampa

2008

Merged both to form HBIF of Florida, Inc. the largest organization of its kind in Florida

2014

Received \$1.5MM from the State of Florida to offer programs in other regions across the state

Strengthening the economy of Florida through quality business development and training to Hispanic entrepreneurs since 1991

1995

Established Hispanic Business Initiative Fund of Greater Orlando

2011

Opened South Florida office

2015

Board approved expansion to deliver services outside of Florida

HBIF Services



Business Education

- Weekly orientation for start-ups
- Seminars and specialized workshops



Technical Assistance

- 1-on-1 business development consulting
- Minority Certification
- Referrals to additional resources



Loan Facilitation

- Application preparation
- Business plan creation
- Business concept presentation
- Lender introductions



Entrepreneurial Grants

- Professional subcontracted services
- Awarded to entrepreneurs on a monthly basis

Entrepreneurial Grants

- Legal Structure Assessment
- Accounting Assessment
- Business Plan Development
- Marketing Plan Development
- QuickBooks™ Training
- Corporate Branding
- Digital Marketing
- Website Development
- Loan Application Preparation
- Export Assistance



HBIF Economic Impact



Clients provided with individual consulting

5,615



Jobs retained /created

6,615



Orientation, workshop & training participants

20,082



Cost of entrepreneurial grants awarded

\$813,488



Loans facilitated

\$11,308,369

Florida Hispanic Statistics



607,884 Hispanic-owned firms in Florida
(**35%** increase, vs. **0.38%** for non-Hispanic business)



29% of all firms in Florida



\$95 Billion in sales & receipts



Population **4,354,000**
23% of total population

Median age: **33**

Foreign-born: **49%**

Hispanics in the U.S.



3.3 million Hispanic-owned firms



47% increase from 2007 to 2012



\$517 Billion in sales and receipts in 2012
(50% increase from 2007)



Hispanic Population: **54,121,077**
(2000: 35.7 million)

17% of total population

Median age: **27** (national: **37**)

U.S. Hispanic Business Owners

- 37% of U.S. Hispanic households earn incomes over \$50,000; among Hispanic business owners, this number is 57%
- Hispanic business owners are 82% more likely than Hispanics overall to earn between \$100,000 and \$149,999
- Hispanic business owners take advantage of commercial banking services and invest at a significantly higher rate when compared to the general Hispanic population
- Hispanic business owners are 56% more likely to conduct online banking with their primary bank and 83% more likely to invest in the stock market.

HBIF Investors

Bank of America



JPMORGAN CHASE & CO.

WELLS
FARGO



WALT DISNEY World Resort

Florida
Blue
In the pursuit of health™



Ameriprise
Financial



Anheuser-Busch
ONE OF THE ANHEUSER-BUSCH COMPANIES

BRIGHT HOUSE NETWORKS
business solutions



LaPrensa
www.laprensafl.com impreMedia



Mercantil
Commercebank



OUC
The Reliable One®



Charitable
Foundation



Fundraising Events





Thank you!

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 11, 2016

The Clermont City Council met in a regular meeting on Tuesday, October 11, 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, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe. Council Member Goodgame was not present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Rubin gave the invocation.

Boy Scout Pack 268 lead the pledge of allegiance.

PRESENTATIONS

US Naval Sea Cadet Corps

Deputy Police Chief Walters announced the Police Department partnership with the US Naval Sea Cadet Corps. Ms. Walters introduced Gary Schindele, Unit Commanding Officer.

Mr. Schindele presented an outline of the US Naval Sea Cadet program. The program was established in 1962 and co-sponsored by the Navy and the Coastguard. The program was created to develop interest in seamanship, good citizenship, and a drug-free and gang-free lifestyle. Mr. Schindele introduced several of the local instructors and cadets; Cadet Curt Schindele, Cadet Carter Lopez, Instructor Rafael Lopez, Instructor April Lopez, and Instructor Art McKee. The unit supports the US Naval Seals in Ft. Pierce, Florida, the WWII Veterans of the Naval Seal community, provide the Honor Guard for Memorial Services, and train with many mutual agencies. He thanked the Police Department for their support.

Lake County Rowing Association Update

Parks and Recreation Director Davidoff provided information on the Sprint Race Course. The course is 2,000 meters long and 800 meters wide, with a warm-up zone used only during events. The course uses a very small portion of Lake Minneola; however, the course is labor intensive to set-up and tear-down.

The use of the course is increasing; however, while the course is in use, the City received calls, emails, and visits from the users of the lake requesting the course be removed. Complaints include the course is an eyesore; no room on the lake for boating, jet skiing, water skiing, fishing, and other water activities; boats are coming too close to the shore in an effort to avoid the course. The course is 8 lanes, and some lanes can be removed or shortened, particularly during triathlons.

The course has minimal impact to water activities due to the cables are located five feet below the water surface and suspended by the buoys. Contact with the cable would cause the cable to snap, with no damage to propellers or the water vessel. The larger orange buoys are used at the start line, finish line, and at 250 meter intervals throughout the course, which are attached with the same type of cable.

City Manager Gray commented the course was a shock to some of the residents and citizens. Staff recommends leaving the course setup during the regatta program schedule, then removing the course until the next regatta program schedule.

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Paul McPherson; Lake County Rowing Association, provided an update on the progress and economic impact of the 2016 Regatta program. Mr. McPherson reviewed the upcoming events for the fall of 2016, 2017, and noted a bid was submitted to host the 2019 U.S. Rowing Masters National Rowing Championships.

Council Member Mullins inquired of the Regatta program season schedule. Mr. McPherson stated the main time frame is December through April, with other events in August and September.

Council Member Bates asked of the number of buoys. Mr. McPherson commented the course consists of nine 200-meter lines, with 200 white buoys down each line. The orange buoys are at the finish line and at 250 meter intervals down the side lines only.

Council Member Travis inquired of the potential interference with the March triathlon event. Mr. McPherson indicated sections can be pulled, and staff remains in communication with the coordinators of other events.

Council Member Travis asked of any required permits from the Lake County Water Authority. City Manager Gray stated the Lake County Sheriff has jurisdiction.

Council Member Bates inquired of the City's liability. City Attorney Mantzaris stated the City has an agreement with the Lake County Rowing Association and the Lake County Rowing Association is responsible. Mr. McPherson commented the Lake County Rowing Association maintains a liability policy.

City Manager Gray suggested the course be removed in May and set back in place in September for the championship events.

Market Analysis and Economic Impact Study – Victory Pointe

City Manager Gray commented the Victory Pointe project will begin in March 2017.

Economic Development Director Schmidt stated the study objective was to quantify and qualify the return of the public investment associated with the construction of Victory Pointe. Ms. Schmidt reviewed the background, definitions, process, purpose of Victory Pointe; as well as the economic impact, sport and tourism economic impact, and participant data. Victory Pointe would result in a 44 percent increase in spectators and visitors, and allow users unimpeded access into the downtown business corridor via a trail spur.

PROCLAMATION

City Clerk Ackroyd Howe read the Fire Prevention Week proclamation aloud. Mayor Ash presented the proclamation to Jennifer Pierce, Fire Plans Examiner and Kathy Johnston, Assistant Fire Chief.

Ms. Pierce thanked Council for their support throughout the year and commented the Fire Department offers assistance in replacing smoke alarm batteries.

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PUBLIC COMMENTS

Mr. Patel; Business Owner, 100 West Highway 50, expressed concern regarding the project at the corner of Highway 50 and East Avenue. Mr. Patel mentioned contacting the City regarding his concerns and requested a response.

City Manager Gray stated Environmental Services Director Roy will contact Mr. Patel regarding his concerns.

REPORTS

City Manager Gray announced the Citizens Academy will begin Thursday, October 13, 2016 at 6pm.

Mr. Gray commended Assistant Fire Chief Silvestris and Communications Director Bloodsworth for their efforts during Hurricane Matthew.

Assistant Fire Chief Silvestris stated the City was on the weaker side of the hurricane. The City developed an action plan and met with the Directors. Staff staged overnight at Environmental Services on Thursday, October 6, 2016. Minor flooding occurred at Emerald Lakes Mobile Home Park, there was minimal debris on the roadways, and the special needs shelter at Lost Lake Elementary was visited to ensure the shelter had no additional needs.

City Manager Gray presented a request from the Greater Clermont Cancer Foundation for a sign at the entrance to Waterfront Park and a sign at the Methodist Church. The Clermont Music Festival event will be held on Saturday, October 15, 2016 at Waterfront Park.

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

City Clerk Ackroyd Howe presented bracelets received from a retired City Clerk in honor of Stanley Almodovar, a victim of the Orlando Pulse shooting. The bracelets are available in the lobby of City Hall.

City Attorney Mantzaris – No report.

Council Member Bates –No report.

Council Member Mullins reported Music on Montrose and the Food Truck Rally will be held on October 21, 2016.

Council Member Travis commented on attending National Walk to School Day with the Police Department, Economic Development Director Schmidt, Communications Director Bloodsworth, and Police Chief Broadway.

Mayor Ash reported she attended the swearing in of four new Fire Department recruits, the Rosh Hashanah Service held at the City Center, the promotion of three police officers, and the summit on constructing a better Lake County. Ms. Ash commented on signing the State of Emergency Resolution for the City of Clermont regarding Hurricane Matthew, and attended a life celebration of Josiah James Brockington Negrete to read a Proclamation declaring October 9, 2016 as Josiah James Brockington Negrete Day. Mayor Ash thanked all City staff for their role in preparing for Hurricane Matthew.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
October 11, 2016

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 September 22, 2016 Final Budget Public Hearing and the September 27, 2016 Regular Council Meeting minutes.

Item No. 2 – Employee Benefit Changes

Consider approval of the employee group medical and dental plan changes effective January 1, 2017.

Item No. 3 – Short Term Disability and Long Term Disability

Consider approval of the Short Term Disability and Long Term Disability contract with Lincoln Financial.

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

UNFINISHED BUSINESS

Item No. 4 – Ordinance No. 2016-32 *Comprehensive Plan Amendment*

City Clerk Ackroyd Howe read Ordinance 2016-32 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan of the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the 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.

Council Member Mullins moved to table Ordinance 2016-32 to October 25, 2016; seconded by Council Member Bates. The motion passed with all members present voting aye.

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Item No. 5 – Ordinance No. 2016-39 *Introduction; Future Land Use Change, Headquarter Mazda*

City Clerk Ackroyd Howe read Ordinance 2016-39 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the Small 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 Small Scale Comprehensive Plan Amendment; setting forth the purpose and intent of the Small Scale Comprehensive Plan Amendment; providing for the adoption of the Small Scale Comprehensive Plan Amendment; establishing the legal status of the Small Scale Comprehensive Plan Amendment; providing a severability clause and providing an effective date.

Council Member Mullins moved for introduction of Ordinance 2016-39; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 6 – Ordinance No. 2016-41 *Introduction; Zoning Change, Headquarter Mazda*

City Clerk Ackroyd Howe read Ordinance 2016-41 aloud by title only.

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

Council Member Mullins moved for introduction of Ordinance 2016-41; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 7 – Ordinance No. 2016-42 *Introduction; Code Enforcement Citations*

City Clerk Ackroyd Howe read Ordinance 2016-42 aloud by title only.

An Ordinance of the Code of Ordinances of the City Council of the City of Clermont, Lake County, Florida, amending the Code of Ordinances, Chapter 2 Code Enforcement Citations, Section 2-225 Applicable Codes and Ordinances; providing for codification; severability; effective date; and publication.

Council Member Mullins moved for introduction of Ordinance 2016-42; seconded by Council Member Bates. The motion passed with all members present voting aye.

City of Clermont
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REGULAR COUNCIL MEETING
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ADJOURN: With no further comments, this meeting was adjourned at 7:34pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date			
Tuesday, October 25, 2016			
Agenda Item Name			
Legislative Priorities			
Requested Action			
Recommend to approve the City of Clermont's list of Legislative Priorities to include the Master Plan Projects and other overall priorities.			
Staff Report			
The City of Clermont has recently updated its list of Legislative Priorities to include our upcoming Master Plan Projects and other overall priorities.			
Staff recommends approval of this list of legislative priorities.			
<u>Legislative Priorities</u>			
Victory Pointe (West Lake Wetland Stormwater)			
Downtown-Waterfront Trail Spur			
Economic Development and Redevelopment of the Downtown-Waterfront Corridor			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Event Request, Fee Variance, Sponsorship, Open Container Allowance and Budget Amendment		
Requested Action		
Recommend to approve the Sommer Sports 2017 season, waive all grounds fees associated, and season sponsorship and budget amendment in the amount of \$15,000.		
Staff Report		
Sommer Sports is requesting approval of their 2017 season which includes races on the following dates which take place at Waterfront Park: March 18, 2017 March 19, 2017 April 22, 2017 April 23, 2017 May 13, 2017 May 14, 2017 June 3, 2017 July 8, 2017 August 12, 2017 September 9, 2017 October 21, 2017 October 28, 2017 Sommer Sports is also requesting that all park rental fees along with any fire/tent fees be waived which support the 2017 season. The total estimated amount of requested fee waivers is \$39,110. Along with all fees waived, Sommer Sports is requesting a sponsorship of \$15,000 from the city to help off set some of the costs of police officers. For these contributions Sommer Sports is offering the "Presenting Sponsor" to the City of Clermont. A full detailed list of benefits the city receives is included with all applications. Sommer Sports is also requesting to allow an open container allowance during each of the race seasons which allow each participant one beverage per race. The organization has agreed to follow the City's open container policy and follow all rules applied.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the General Fund in the amount of \$15,000 is requested.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Sommer Sports 2017	Sommer Sports 2017 Council Items.pdf

October 3, 2016

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

RE: Request to be placed on October 11, 2016 City Council Agenda

Dear Mr. Gray:

TriAmerica Foundation, Inc. and Sommer Sports, Inc. respectfully request to be placed on the agenda for the City Council Meeting scheduled for October 11, 2016. At that time we will seek approval for the following:

- 1) That the City Council approves the dates for the 2017 events listed in Appendix A.
- 2) That the facility and park rental fees be waived for the Sommer Sports managed events as outlined in Appendix A.
- 3) That fire/tent inspection fees will be waived for events listed in Appendix A
- 4) That the Clermont Police Department provides at no charge, a police liaison to work with Sommer Sports in scheduling officers to work at events as listed in Appendix A.
- 5) That the City of Clermont would provide sponsorship in the amount of \$15,000 to help cover the costs incurred by Sommer Sports of paying police officers to work events listed in Appendix A.

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

Sommer Sports Clermont Events annually contribute more than \$15,000 to local community groups that assist us with our events. Please see Appendix C for a list of community groups that have financially benefited from our events.

As we kick off our 34th year of Clermont Triathlons, we look forward to working with the City of Clermont to produce outstanding community events that attract local, national and international participation.

Sincerely,



Fred Sommer
President

APPENDIX A

2017 SOMMER SPORTS CLERMONT EVENT SCHEDULE*

*All dates and events subject to change.

March 18	33rd Annual Florida Challenge Triathlon Long Course: 1.2 mile Swim – 56 mile Bike – 13.1 mile run Sprint Course: 440 yard Swim – 8 mile Bike – 3 mile Run Clermont Waterfront Park, Clermont, FL 7:15am Start
March 19	34th Annual Great Clermont Triathlon Festival Clermont Waterfront Park, Clermont, FL Intermediate Distance – 1.5K Swim - 40K Bike - 10K Run 7:30am Start
April 22	Earth Day 12K Clermont Waterfront Park, Clermont, FL 7:00am Start
April 22	Tri City USA Swim/Bike/Run Swap Meet Clermont Waterfront Park, Clermont, FL 2:00pm – 5:00pm
April 22	Lake Minneola Sunset Sprint Triathlon Sprint Course: 440 yard Swim – 8 mile Bike – 3 mile Run Lake Minneola Sunset 5K Clermont Waterfront Park, Clermont, FL 6:30pm Start
April 23	Lake Minneola Half Marathon & 5K Clermont Waterfront Park, Clermont, FL 7:00am Start
May 13-14	Women's Sports Festival Girlz on Fire Women's Triathlon Girlz on Fire 5K Clermont Waterfront Park, Clermont, FL Sprint Course: .5 Swim – 16 mile Bike – 3.1 mile Run Super Fun Sprint Course: 440 yard Swim – 8 mile Bike – 2 mile Run
June 3	32nd Annual Clermont Triathlon & 5K Series #1 Clermont Waterfront Park, Clermont, FL Sprint Course: 440 yard Swim – 10 mile Bike – 3 mile Run Cool Summer Mornings 5K
July 8	32nd Annual Clermont Triathlon & 5K Series #2 Clermont Waterfront Park, Clermont, FL Sprint Course: 440 yard Swim – 10 mile Bike – 3 mile Run Cool Summer Mornings 5K

August 12

32nd Annual Clermont Triathlon & 5K Series #3

Clermont Waterfront Park, Clermont, FL

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

Cool Summer Mornings 5K

September 9

32nd Annual Clermont Triathlon & 5K Series #4

Clermont Waterfront Park, Clermont, FL

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

Cool Summer Mornings 5K

October 21

Great Floridian Endurance Festival

Clermont Waterfront Park, Clermont, FL

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

Aqua Bike: 2.4 mile Swim – 112 mile Bike ; 1.6 Swim – 75 Bike ; .8 Swim – 37 Bike

2/3 GFT: 1.6 Swim – 75 Bike – 17.4 Run

1/3 GFT: .8 Swim – 37 Bike – 8.7 Run

1.6 & 2.4 Mile Open Water Swims

7:30am Start

October 28

Nightmare on the Clermont Trails 5K

Downtown Clermont, FL

7:00pm Start



1271 Commons Court, Clermont, FL 34711 • Ph 352-394-1320 - Fax 352-394-1702 • SommerSports.com

APPENDIX B

PRESENTING SPONSOR BENEFITS



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

- ❖ Recognized as our Presenting Sponsor of all Sommer Sports Clermont events as listed in Appendix A.
- ❖ Access to Sommer Sport's bi-weekly e-newsletter to promote status reports of city meetings, non-competing upcoming events, new plan developments and any other mutually beneficial information
- ❖ Complimentary 10X10 display space (booth and/or inflatable) within the Sommer Sports designated area for promotion and product display at each event expo during the race.
- ❖ The City of Clermont's logo will be displayed on Sommer Sports website and individual event web pages denoting the City of Clermont as our Presenting Sponsor.
- ❖ City of Clermont Logo will be prominently displayed on the back of all event t-shirts.

- ❖ City of Clermont Logo prominently displayed on finish line and at other strategic locations at the event.
- ❖ Repeated P.A. announcements at each event recognizing the City of Clermont as "Presenting Sponsor".
- ❖ Opportunity to place promotional materials or coupons in all athlete race packets.
- ❖ Four (4) complimentary entries per each Sommer Sports owned events.

As the **Presenting Sponsor of all Sommer Sports owned events outlined in Appendix A**, the City of Clermont will:

- ❖ Pay a \$15,000 sponsorship fee and waive of all venue fees associated with all Sommer Sport Events listed in Appendix A.
- ❖ Assist in the distribution of Sommer Sports event marketing materials (event dates, road closures and possible delays) through both electric and paper distribution locations
- ❖ Post all Sommer Sports Clermont events on the City's Community Calendar



APPENDIX C

LOCAL COMMUNITY GROUPS RECEIVING A FINANCIAL CONTRIBUTION FROM SOMMER SPORTS EVENTS

ASPD Police Explorers	Lake Minneola High School HOSA
Boy Scout Troop 320	Lake Minneola HS Cheer Squad
Boy Scout Troop #786	Lake Minneola HS HOSA
Bridgewater Middle School PTSA	Relay For Life
Chamberlain Cross Country	Rotary Club of South Lake
Church of the Nazarene	Rush Allstars
Citrus Heights Church of the Nazarene	Seminole Composite Squadron Civil Air Patrol
Clermont PD Explorers Post #2267	Sigma Delta Group
Community Foundation of South Lake	Sigma Gamma Rho Sorority, Inc.
Daniel Jenkins Academy	South Lake Animal League
DECA	South Lake Campus SAG
Delta Mu Sigma Chapter	South Lake Campus SGA
East Ridge High School HOSA	South Lake High School Interact Club
East Ridge High School Robotics Club	South Lake High School NJHS
ERAB Girls Basketball	South Lake HS-National Junior Honor Society
ERHS Booster Club (Volleyball)	South Lake HS-Swim Team
Five Points of Life	South Lake HS-Wrestling
Friends of Lake Louisa State Park	South Lake Junior Women's Club
GFWC Orlando Junior Womens Club	South Lake Wrestling Academy
Girl Scout Troop #4699	South Orlando SDA
Girl Scout Troop #9815	Spirit Christian Academy
Girl Scout Troup #1125	Tower Triathlon Club
Girl Scout Troup #4702	Tri With Us
Girl Scout Troup #4765	Tri-Knights Tri Club
Girl Scout Troup #683	UNF Triathlon Club
Girl Scout Troup #9567	Venom Allstars Booster Club
Gotha Middle School - JR Honor Society	Windy Hill Middle School
Greater Clermont Cancer Foundation, Inc.	Winter Garden Runners
Hope International Church Group	World Cheer Booster Club
Lake County Police Charities	
Lake County School Board	
Lake Minneola High School	
Lake Minneola High School Cheerleaders	



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 9/30/2016

Name of Event: 33rd Annual Florida Challenge Triathlon

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Half Iron Distance Triathlon - 70.3, Sprint Triathlon;
Athletes start arriving @ 5:30am 3/18/2017 Saturday. Setup for both
the 18th & 19th events will start on Thurs 3/16/17. Event days are 3/18-19/2017; Clean up
tear down on 3/19/2017.

Expected Number of Attendees: 700

Event Start Date: 3/16/17 setup

Initial Setup Start Time: 7:00 am pm

Event Start Time: 7:15 3/18 am pm

Event End Date: 3/18/2017

Event End Time: 9:00-3/18 am pm

Breakdown End Time: Sunday 3/19 am 5pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach; Highlander Bldg



CITY OF CLERMONT Alcohol Request Form

Date of Application: 9/30/2016 Name of Event: 33rd Florida Challenge Triathlon
Date (s) of Event: 3/18/2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:15 am/pm To: 6:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@Sommersports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: 70.3 Triathlon and Sprint Triathlon

What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades /
Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10/3/16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: Oct 1, 2016

Name of Event: Earth Day 12K
Name of Organization: Sommer Sports / Tri America Foundation Inc
Organization Address: 1271 Commons Ct., Clermont, FL 34711
Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320
Email Address: Fred@Sommersports.com / Robb@Sommersports.com
Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102
Description of the Event: a 12K Run along the trail. Athletes will be arriving @ 5:30AM for packet pickup Saturday, 4/22/2017. Setup Start Thursday April, 20th 2017

Expected Number of Attendees: 500

Event Setup Date: 4/20/2017

Initial Setup Start Time: 4/20/2017 7:00 am pm

Event Start Time: 4/22/17 7:05 am pm

Event End Date: 4/22/2017

Event End Time: 4/22/17 2:00 am pm

Breakdown End Time: Add'l Events thru 4/23/17 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: ~~Beach~~; Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/16 Name of Event: Earth Day 12K
Date (s) of Event: April 22, 2017 Location of Event: Waterfront Park Clermont FL
Event Times: From: 7:15 am/pm To: 12:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundations Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@Sommersports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: 12K Running event - Beer to be served to athletes after finishing 12K run using their ticket from Race Bib. Licensed Bartender on Duty.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 9/30/2016

Name of Event: 34th Great Clermont Triathlon Festival
Name of Organization: Sommer Sports / Tri America Foundation Inc
Organization Address: 1271 Commons Ct., Clermont, FL 34711
Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Intermediate Distance Triathlon
1.5K Swim; 40K Bike; 10K Run. Athletes start arriving
@ 5:30 am 3/19/2017, Sunday

Expected Number of Attendees: 600

Event Start Date: 3/16/2017-Set Up Initial Setup Start Time: 7:00 am pm

Event Date 3/19/2017

Event Start Time: 7:30 am pm

Event End Date: 3/19/2017

Event End Time: 3:00 am pm

Breakdown End Time: 6:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach; Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 9/30/2016 Name of Event: 34th Great Clermont Triathlon
Date (s) of Event: 3/19/2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:30 am/pm To: 4:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc.
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@SommerSports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: Intermediate Distance Triathlon. Athletes will receive one beer after finishing their event with ticket from Race Bib.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 10/1/2016

Name of Event: Lake Minneola Sunset Sprint Triathlon / 5K

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Sprint Triathlon and 5K Run. This event is in conjunction with the Earthday 12K earlier in the a.m.

Expected Number of Attendees: 500

Event Start Date: 4/22/17 Initial Setup Start Time: 4/20/17 7:00 am pm

Event Start Time: 6:30 am pm Event End Date: 4/22/17

Event End Time: 10:00 am pm Breakdown End Time: 4/23/17 am 12 pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A

B

C

D

Map 1

Map 2

Other Location: Beach, Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/2016 Name of Event: Lake Minnedota Sunset Sprint Tri + 5K
Date (s) of Event: 4/22/2017 Location of Event: Waterfront Park, Clermont, FL
Event Times: From: 6:30 am/pm To: 9:30 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@Sommersports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: Sprint triathlon + 5K - Beer will be served after athletes come through the finish line with submitting their one Bib ticket. Licensed Bartender on duty.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: Oct 1, 2016

Name of Event: Lake Minneola Half Marathon & 5K

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: 1/2 Marathon and 5K Running Event.

Athletes arriving @ park @ 5:30 AM for Packet Pickup.

Setup will take place on Thursday 4/20/17 in conjunction with Earth Day 12K
+ Lake Minneola Sunset TRI+5K

Expected Number of Attendees: 1000

Event Start Date: 4/23/17

Initial Setup Start Time: 4/20/17 7:00 am pm

Event Start Time: 7:00 am pm

Event End Date: 4/23/2017

Event End Time: 11:00 am ~~pm~~

Breakdown End Time: 2:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/16 Name of Event: Lake Minneola Half Marathon 45K
Date (s) of Event: 4/23/2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:00 am/pm To: 12:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@SommerSports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: 1/2 marathon runners + 5K runners will receive 1 free beer after they have completed the race
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.

☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____

☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE:

10/1/2016

Name of Event: GIRLZ ON FIRE Womens Triathlon + 5K Festival

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Womens only Triathlon + a 5K Sports festival
on Saturday (5/13 - 5/14) and Sunday. Sprint Tri; Super
Sprint Tri + 5K. Athletes arriving @ park 5:30 5/13/17 for
race

Expected Number of Attendees: 700

Event Start Date: 5/13/2017

Initial Setup Start Time: Thurs. 5/11/17 7:00 (am) pm

Event Start Time: 7:30 (am) pm

Event End Date: 5/14/2017

Event End Time: 12:00 am (pm)

Breakdown End Time: 5/14/17 3:00 am (pm)

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

(A) (B) (C) D

(Map 1)

Map 2

Other Location: Beach + Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/2016 Name of Event: Girlz on Fire Women's Triathlon
Date (s) of Event: 5/13-14/2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:00 am/pm To: 12:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@Sommersports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: Womens Sprint triathlon + 5K athletes receive one beer after completing the race
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 10/1/16

Name of Event: Clermont Triathlon + 5K Series #1

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Sprint, Super Sprint, Duathlon + 5K. Set up will begin June 1st 2017 @ 7:00am. Race will be on Sat. June 3rd 2017 with athletes arriving @ 5:30am & departing around NOON (12pm) Clean up/teardown starts @ 12:00pm

Expected Number of Attendees: 1200

Event Start Date: 6/1/2017 - set up date Initial Setup Start Time: 6/1/17 - 7:00 am pm

Event Start Time: 7:15 am pm
6/3/2017

Event End Date: 6/3/2017

Event End Time: 12:00 am pm

Breakdown End Time: 3:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach & Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/16 Name of Event: Clermont Triathlon + 5K Series #1
Date (s) of Event: 6/3/2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:15 am/pm To: 11:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@SommerSports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct City: Clermont State: FL Zip: 34711
Event Description: Sprint Tri & 5K - all athletes receive one beer with their coupon on their race bib. Licensed Bartender on duty
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 10/1/2016

Name of Event: Clermont Triathlon Series + 5K # 2

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Sprint, Super Sprint Tri + 5K, Set up will begin Thursday 7/6/2017 @ 7:00am. Race will be on Sat July 8, 2017 with athletes arriving @ 5:30am + departing around 12pm. Clean up / Tear down starts @ 12pm 7/8/2017

Expected Number of Attendees: 1200

Event Start Date: Set up - 7/6/2017

Initial Setup Start Time: 7/6/ 7:00 am pm

Event Start Time: 7/8/2017-7:15 am pm

Event End Date: 7/8/2017

Event End Time: 12:00 am pm

Breakdown End Time: 3:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach & Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/2016 Name of Event: Clermont Triathlon Series 5K #2
Date (s) of Event: July 8, 2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:15 am/pm To: 12:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@SommerSports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: Sprint Tri 5K - all athletes receive one beer with their coupon on their Race Bib. Licensed Bartender on duty
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-5-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE:

10/1/2016

Name of Event: Clermont Triathlon Series 5K # 3

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Sprint, SuperSprint TRI 5K. Setup will begin Thursday, Aug. 10th 2017. Race will be on Sat, Aug 12, 2017 with Athletes arriving @ 5:30 am and departing by 12 pm. Clean Up/Teardown starts @ 12 pm

Expected Number of Attendees: 1200

Event Start Date: 8/10/2017-setup Initial Setup Start Time: 7:00 am pm

Event Start Time: 8/12/17 7:15 am pm Event End Date: 8/12/2017

Event End Time: 8/12/17 12:00 am pm Breakdown End Time: 4:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach & Highlander Bldg



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/2016 Name of Event: Clermont Triathlon Series + 5K #3
Date (s) of Event: August 12, 2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:15 am To: 12:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@Sommersports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: Sprint TRI + 5K; all athletes receive one beer with their coupon on their Race Bib. Licenced Bartender on duty.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE:

10/1/2016

Name of Event: Clermont Triathlon Series 45K #4

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Sprint, Super Sprint 45K; Setup will begin Thursday 9/7/2017
Race will be on Saturday 9/9/2017 with Athletes arriving @ 5:30 AM & departing
by 12pm. CleanUp/Tear down starts @ 12:00pm 9/9/2017

Expected Number of Attendees: 1200

Event Start Date: 9/7/2017-setup

Initial Setup Start Time: 7:00 am pm

Event Start Time: 9/9/17 7:15 am pm

Event End Date: 9/9/2017

Event End Time: 9/9/17 12:00 am pm

Breakdown End Time: 4:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach & Highlander Bldg.



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/2016 Name of Event: Clermont Triathlon Series +5K #4
Date (s) of Event: Sept 9, 2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 7:15 am/pm To: 12:00 am/pm
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@SommerSports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: Sprint, SuperSprint +5K; all athletes receive one beer with their coupon on their race bib. Licensed Bartender on duty.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Salt Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 10/1/2016

Name of Event: Great Floridian Endurance Festival XXVII

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: Ultra tri - 140.6 miles; 2/3 + 1/3 Tri; Ultra, 1/3, 2/3 Aqua Bikes; 1.6 + 2.4 mile Open Water Swims. Setup will start Monday 10/16/2017 @ 7:00am.

Packet pickup is Thursday + Friday 10/19 + 20; Athletes arriving race day @ 5:30am and departing by 1:30-3:00am 10/22/2017 - Awards Brunch on Sunday 11am - 2:00pm

Expected Number of Attendees: 1000

Event Start Date: 10/16/2017

Initial Setup Start Time: 7:00 am pm

Event Start Time: 10/21/2017 7:20 am pm

Event End Date: 10/22/2017

Event End Time: 10/22/2017 1:30 am pm

Breakdown End Time: 10/22/2017 am 4:00 pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):

A B C D

Map 1

Map 2

Other Location: Beach + Highlander Bldg



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/2016 Name of Event: Great Floridian Endurance Festival XXVII
Date (s) of Event: 10/21-22/2017 Location of Event: Waterfront Park, Clermont
Event Times: From: 10:00 am To: 8:00 am
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@SommerSports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: During this event, Finishers will be able to obtain beer after completing their event with bib ticket. Beer will also be available for the awards brunch on Sunday - 11am - 2:00pm.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE:

10/1/16

Name of Event: Nightmare on the Clermont Trails 5K

Name of Organization: Sommer Sports / Tri America Foundation Inc

Organization Address: 1271 Commons Ct., Clermont, FL 34711

Authorized Representative/Applicant: Fred Sommer

Cell Phone #: 352-636-2942 Work Phone #: 352-394-1320

Email Address: Fred@Sommersports.com / Robb@Sommersports.com

Secondary Contact Person: Robb Beams

Cell Phone #: 407-701-7586 Work Phone #: 352-394-1320 x102

Description of the Event: 5K running event starting + finishing on the Southlake Trail in front of the Historic Village. Spook Zones will be set up along the trail + in Lake Hawiatha Preserve for enjoyment of the athletes.

Expected Number of Attendees: 800

Event Start Date: 10/28/2017

Initial Setup Start Time: 10/28/17 9:00 am pm

Event Start Time: 7:00 am pm

Event End Date: 10/28/2017

Event End Time: 9:30 am pm

Breakdown End Time: 11:00 am pm

Location of Event:

(Please choose A, B, C, or D on MAP 1 or MAP 2):



D

Map 1

Map 2

Other Location: Trail from WFP to Lake Hawiatha Preserve



CITY OF CLERMONT Alcohol Request Form

Date of Application: 10/1/16 Name of Event: Nightmare on the Clermont Trails 5K
Date (s) of Event: 10/28/2017 Location of Event: Trail + Historic Village
Event Times: From: 7:00 am/pm am To: 9:30 am/pm am
Name of Organization/Renter: SommerSports / TriAmerica Foundation Inc
Check Type of Organization: ☐ Not for Profit ☒ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: Robb Beams Email: Robb@Sommersports.com
Day Phone: (352) 394-1320 (x102) Cell Phone: (407) 701-7586
Address: 1271 Commons Ct, City: Clermont State: FL Zip: 34711
Event Description: athletes will have a Beer ticket on their race bib? to receive a free beer after finishing 5K. Licensed Bartender will be on duty.
What do you plan on serving? ☒ Beer ☐ Wine/Champagne (check all that apply) ☐ Other *
Request to serve Spirits requires approval by City Council and will require additional time for approval.
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: Barricades / Soft Fencing
Who is your licensed beverage caterer? City Beverages

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

[Signature]
Applicant Signature

10-3-16
Date

FOR CITY STAFF USE ONLY

The foregoing application has been reviewed and **PERMISSION TO USE PARK PREMISES FOR THE SERVICE OF ALCOHOLIC BEVERAGES IS:**

- ☐ **GRANTED ALCOHOL BEVERAGES.** In order to receive an alcohol approval for your event, applicant must meet all requirements of the City of Clermont, County and State of Florida. A certificate of insurance is required.
- ☐ **GRANTED ALCOHOL BEVERAGES AS AMENDED:** _____
- ☐ **DENIED** for the following reason (s): _____

SIGNATURE

TITLE

DATE

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Resolution No. 2016-46 and Budget Amendment		
Requested Action		
Recommend to approve Resolution No. 2016-46 authorizing the purchase of property located on Highway 50 adjacent to Fire Station No. 1 from Daniel Soto and a budget amendment in the amount of \$35,000.		
Staff Report		
Due to parking concerns at Fire Station No. 1, staff requests the purchase of the adjacent .1-acre lot on Hwy 50 for \$35,000 plus closing costs. Staff recommends approval of Resolution No. 2016-46 authorizing purchase of Property from Daniel Soto for property located on Hwy 50 adjacent to Fire Station No. 1 in the amount of \$35,000.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the Fire Impact Fee Fund in the amount of \$35,000 is requested.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2016-46	Resolution No. 2016-46 SotoProperty.doc	
2. Soto Purchase Contract	Soto Property Purchase.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2016-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF .10 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY, FLORIDA FROM DANIEL SOTO FOR THE PURCHASE PRICE OF \$35,000.00, PLUS SELLER'S CLOSING COSTS, AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

SECTION 1.

The City Council of the City of Clermont, Lake County, Florida does hereby accept the offer provided by Daniel Soto in the amount of \$35,000.00 plus Seller's closing costs, and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2016-46

1

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th 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

CONTRACT FOR SALE AND PURCHASE

THIS CONTRACT FOR SALE AND PURCHASE (the "Contract") is made and entered into on _____, 2016, by and between The CITY OF CLERMONT, a Florida municipal corporation, whose address is 685 West Montrose Street, Clermont, Florida ("Buyer") and DANIEL SOTO, whose address is 6945 Earlwood Avenue, Mt. Dora, FL 32757 ("Seller"):

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

1. **Description of Property.** The property that is to be sold and conveyed by Seller and purchased and accepted by Buyer pursuant to this Contract shall consist of the following, to wit:

That certain real property situate in Lake County, Florida and described as Clermont Lot 15, Blk 44, PB 8, Page 17, OR Book 4661, Page 715 of the Public Records of Lake County. Alt. Key No.: 1612454, Parcel No.: 24-22-25-010004401500 (hereinafter referred to as the "Property").

2. **Agreement to Sell and Option to Purchase.** Seller hereby agrees to sell and convey and Buyer hereby agrees to accept an option to purchase and accept the Property upon the terms and subject to the conditions set forth in this Contract. The option contained herein shall be subject to and contingent upon the approval of the City Council of the City of Clermont of the terms and conditions contained herein. Seller's agreement to sell shall be deemed an irrevocable offer to sell the Property for a period of forty-five (45) days from the date of Seller's execution of this Agreement. If the agreement is approved by the City Council of the City of Clermont and executed by the Mayor, or her designee, on or before the expiration of forty-five (45) days from the date of execution by the Seller, then this agreement shall be binding on the parties and the Effective Date shall be the date of execution of the Agreement by the Mayor or her designee. If this option agreement is not timely approved and executed as provided above, then the option shall terminate without consequence or obligation to either party.

3. **Purchase Price and Method of Payment.** Subject to credits, adjustments and prorations for which provisions are hereinafter made in this Contract, the total purchase price for the Property to be paid by Buyer and received and accepted by Seller shall be **THIRTY-FIVE THOUSAND DOLLARS (\$35,000)**. Within five (5) days of the Effective Date, the sum of **ONE THOUSAND DOLLARS (\$1,000)** shall be deposited in escrow to be held by the Law Firm of DeBeaubien, Knight, Simmons, Mantzaris & Neal, (escrow agent) subject to the terms and conditions hereof. Upon compliance with all of the terms and conditions of this Contract, the balance of the purchase price shall be paid by Buyer and the escrow agent to Seller in United States funds by cash or by wire transfer at the time of closing.

4. **Title.** Within Ten (10) days of the Effective Date of this Contract, the Closing Agent at Seller's expense shall deliver an original commitment for title insurance committing to issue an

Owner's policy to Buyer as purchaser of the Property in the amount of the purchase price. (Hereinafter referred to as the "title report"). Seller shall select the Title Company and closing agent. During the Inspection Period described in Paragraph 6 hereof, Buyer shall determine whether Buyer is willing to accept title to and acquire the Property from Seller. In the event that Buyer shall determine that any one or more of the title exceptions set forth in the Title Report (the "Title Exceptions") are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller on or before the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. In the event Buyer shall not terminate this Contract as a result of the investigations and inspections to be performed by Buyer pursuant to Paragraph 6 hereof, then and in such event Buyer shall be deemed to have approved the Title Exceptions and to have agreed to accept title to and acquire the Property from Seller subject to the Title Exceptions.

5. **Survey.** Buyer may have the Property surveyed at its expense during the Inspection Period. If the survey obtained by Buyer discloses any encroachments or other adverse matters, which are unacceptable to Buyer in its sole discretion, Buyer shall be entitled to terminate this Contract by delivering written notice thereof to Seller prior to the expiration of the Inspection Period, whereupon this Contract shall terminate as provided in Paragraph 7 hereof. In the event Buyer shall not terminate this Contract during the Inspection Period, then and in such event Buyer shall be deemed to have agreed to accept title to and acquire the Property from Seller subject to any matters disclosed by the survey of the Property obtained by Buyer.

6. Investigations and Inspections of Property.

(a) Buyer and its architects, engineers and other agents shall have a period of Ninety (90) days following the Effective Date, (hereinafter referred to as the "Inspection Period") within which to undertake such physical inspections and other investigations of and concerning the Property as may be necessary in order to evaluate the physical characteristics of the Property, as well as such other matters as shall be deemed by Buyer to be necessary in order for Buyer to evaluate the Property and determine the feasibility of Buyer's purchase of the same, including, without limitation, those matters related to the title to the Property as provided in Paragraph 4 hereof, and those matters disclosed by any survey of the Property obtained by Buyer as provided in Paragraph 5 hereof. For such purpose, Seller hereby grants to Buyer and its agents or assigns full right of entry upon the Property and any part thereof during the Inspection Period for the purpose of undertaking such inspections and investigations. It is expressly provided, however, that Buyer and any agent or assignee of Buyer who shall enter upon the Property pursuant to such right of entry shall, as a condition to the exercise thereof, be deemed to have agreed, and does hereby agree, to indemnify and save and hold Seller harmless from and against any and all loss, damage, cost, expense, liability or responsibility whatsoever (including, without limitation, reasonable attorneys' fees) which may be occasioned, directly or indirectly, by reason of the exercise of such right of entry upon the Property, and that such indemnification shall expressly survive both the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

(b) Seller shall provide to Buyer, at no cost to Buyer, copies of all reports and analyses that Seller may have obtained, or been provided, at any time, regarding the subject property Buyer acknowledges that it will return same to Seller in the event that the transaction contemplated by this Agreement does not timely close or the Agreement is terminated.

7. **Unacceptability of Inspections.** In the event that the results of the inspections, investigations, reviews, feasibility studies and Seller approvals to which reference is made in Paragraphs 4, 5 and 6 above and 8 below, are, in Buyer's sole opinion and within Buyer's sole discretion, unacceptable to Buyer for any reason whatsoever, and Buyer so notifies Seller of the fact on or before the expiration of the Inspection Period provided in Paragraph 6 hereof, then at Buyer's option and upon Buyer's request, Buyer may terminate the Contract without consequence. If the Contract is terminated by Buyer, it shall be rendered, null and void, and be of no further force and effect and all parties hereto shall thereupon be relieved and absolved of any further liabilities or obligations whatsoever to each other hereunder, except with respect to those liabilities or obligations hereunder which are expressly stated to survive the termination of this Contract.

8. **Conveyance of Property.** At Closing, Seller shall deliver to Buyer: (i) a duly executed Special Warranty Deed in recordable form conveying fee simple title to the Property free and clear of all liens, encumbrances and exceptions except for matters of title accepted by Buyer set forth in the Commitment; (ii) an assignment from Seller to Buyer in a form acceptable to Buyer, assigning all of Seller's right, title and interest in all guarantees and warranties pertaining to the Property and any permits, licenses, plans, authorizations and approvals relating to the Property, (iii) if applicable, an affidavit from Seller certified to Buyer and to the title company in form required by Buyer and the title company to delete from Buyer's title insurance policy all construction liens and possession exceptions and any other exceptions the title company will delete based on Seller's affidavit; (iv) a certification by Seller which indicates that Seller is not a foreign person as defined in the Internal Revenue Code; (v) written affirmation that the representations and warranties set forth in Paragraph 13 hereof remain true at the time of closing; (vi) a duly-executed Seller's closing statement; (vii) such documents as the title company requires in order to evidence the authority and good standing of Seller to complete this transaction; and (viii) other documents reasonably required by Buyer or the title company in order to consummate the transaction contemplated herein. At Closing, Buyer shall pay to Seller the Purchase Price of the Property described above which shall be distributed to the Seller in accordance with this Agreement.

9. **Closing.** The sale and purchase transaction contemplated in this Contract shall be closed, the purchase price paid and the aforesaid closing documents delivered on or before thirty (30) days from the expiration of the inspection period, unless extended by the Parties. The closing shall be completed by a closing agent or attorney as selected by Buyer and shall take place at a location in Clermont, Florida and at such time as shall be mutually agreed upon between Buyer and Seller. At Closing, the City Manager of Buyer is authorized on behalf of Buyer to execute all documents necessary to complete the transaction contemplated herein.

10. **Closing Costs.** Closing Costs shall be paid as follows:

- (a) Buyer shall pay recording fees and state documentary stamps as may be required to be affixed to the Special Warranty Deed, the premium for the owner's title insurance policy to be issued pursuant to the Commitment, the cost of recording any and all other documents necessary to deliver good and clear title, and any closing agent and document preparation fees.
- (b) Buyer shall pay the cost of any survey or appraisal obtained by Buyer and any documents or costs associated with financing any portion of the purchase price, if applicable.
- (c) Each party shall pay for their own Attorney Fees and costs.

11. **Possession.** Possession of the Property shall be delivered by Seller to Buyer at the time of closing hereunder. Prior to closing and the delivery of possession as aforesaid, Seller shall remain the owner of the Property and shall bear the risk of all loss of whatever nature, except as provided in Paragraph 6 hereof with respect to loss occasioned as a result of Buyer's inspections and investigations of the Property.

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

13. **Representations and Warranties of Seller.** Seller represents and warrants (which warranties shall survive the closing hereunder) to the Buyer that:

- (a) From and after the Effective Date, Seller shall not perform or permit any act or event that might diminish, encumber or adversely and materially affect the condition of or title to the Property or Buyer's rights under this Contract.
- (b) Seller, to the best of Seller's knowledge, has not received notice from any governmental or quasi-governmental body or agency or from any person or entity with respect to any actual or threatened taking of the Property or any portion thereof for any public or quasi-public purpose by the exercise of the right of condemnation or eminent domain, nor does Seller have any knowledge of any such actual or threatened taking. Further, Seller has not received any notice of any existing or threatened lawsuit by which any party claims an interest in the Property.
- (c) Seller, to the best of Seller's knowledge, is in full compliance with requirements of all governmental authorities with respect to the Property and this Contract. Seller has not received any notices from any city, county, state or other governmental authority or other person or entity of violations in respect of the Property.

- (d) Buyer, to the best of Seller's knowledge, and without the obligation of due investigation, has or shall have unobstructed and direct access to the Property on the date of closing to a dedicated public right-of-way.
- (e) Seller owns fee simple title to the Property and has full power, right and authority, and is duly authorized to enter into this Contract, to perform each and all of the matters and acts herein provided, and to execute and deliver all documents provided hereunder.
- (f) Other than has been disclosed to Buyer, there is no tenant or any other occupant of the Property having any right or claim to possession or use of the Property. Possession of the Property shall be delivered to Buyer by Seller free of rights or claims of any tenants, occupants or parties in possession.
- (g) To Seller's best knowledge, without the obligation of due investigation, there has not been and there is not now: (i) any presence of any Hazardous Substances (as hereinafter defined) on, over, under or around the Property; (ii) any present or past generation, recycling, use, reuse, sale, storage, handling, transport and/or disposal of any Hazardous Substances on, over, under or around the Property; (iii) any failure to comply with any applicable local, state or federal environmental laws; (iv) any spills, releases, discharges or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Property or any adjacent properties; or (v) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Property as a result of any construction or operation and use of the Property. For purposes of this Paragraph 13, the term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Property, and also includes, without limitation, the surface and subsurface waters of the Property, and any activity undertaken or hereafter undertaken on the Property which would cause: (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Property within the ambit of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. 9601-9657, or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., or any similar state law or local ordinance; or (iv) any substances or conditions in, on or under the Property which may support a claim or cause of action under RCRA, CERCLA or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory

requirement, including the presence of any underground storage tanks or underground deposits located on the Property.

- (h) Seller, to the best of Seller's knowledge, has received no notice, and has no knowledge, of any existing or pending special assessments affecting the Property which may be assessed by any governmental authority, water or sewer authority, drainage district or any other special taxing district or other entity.
- (i) There is no litigation, investigation or proceeding pending or to the best of Seller's knowledge threatened or any other condition which relates to or affects the Property or which would impair or otherwise adversely affect this Contract, Seller's performance hereunder and/or Buyer's intended use of the Property.
- (j) Seller has not entered into any other contracts, agreements or understandings, verbal or written, for the sale or transfer of any portion of the Property.
- (k) Seller has not made and has no knowledge of any commitments to any governmental unit or agency, utility company, authority, school board, church or other religious body, or to any other organization, group or individual relating to the Property which would impose any obligations upon Buyer to make any contributions of money or land or to install or maintain any improvements, except as may be set forth in the Commitment.
- (l) To the best of Seller's knowledge, without the obligation of due investigation, all roads abutting the Property are dedicated public roads and the deed to be delivered to Buyer at Closing hereunder is the only instrument necessary to convey to Buyer: (i) full access to and right to freely use such roads; and (ii) all rights appurtenant to the Property in such roads.
- (m) To the best of Seller's knowledge, without the obligation of due investigation, the Property has not been registered or certified as "historic" by any local, state or federal governmental entity or historic commission.
- (n) Seller, if other than an individual, is a duly-organized entity under the laws of the State of Florida and has authority to execute this Contract, and this Contract is binding on Seller.
- (o) To the best of Seller's knowledge and belief, no representation, statement or warranty by Seller contained in this Contract or in any exhibit attached hereto contains or will contain any untrue statements or omits or will omit a material fact necessary to make the statement of fact therein recited not misleading.
- (p) To the best of Seller's knowledge, neither the execution and delivery of this Contract, nor compliance with the terms and conditions of this Contract by Seller, nor the consummation of the sale, constitutes or will constitute a violation or breach of any agreement or other instrument to which it is a party, to which it is subject or by which

it is bound. The statements and representations of Seller set forth in this Contract shall be true and reaffirmed in writing at the Closing and shall survive the Closing.

If, after the Effective Date, any event occurs or condition exists of which Seller has knowledge or about which Seller receives information which renders any of the representations contained herein untrue or misleading, Seller shall promptly notify Buyer in writing and Buyer shall thereafter have the option to terminate this Contract prior to closing, in which event all payments made by Buyer to Seller shall remain the sole property of Seller, this Contract shall be deemed null and void and Buyer and Seller shall be relieved from all liabilities and responsibilities hereunder except as specifically provided otherwise herein.

14. **Conditions Precedent to Closing.** Buyer's obligation to close the sale and purchase transaction contemplated in this Contract shall be and is expressly conditioned upon all warranties of Seller described in Paragraph 13 being true and correct at the time of closing without any breach or breaches of the same by Seller, and upon all obligations of Seller provided in this Contract being fully performed by Seller, having occurred or being waived by Buyer in writing prior to or at closing.

15. **Default.** In the event that Buyer fails to close on the purchase of the subject property, and subject to the title, survey and inspection periods set forth in Paragraphs 4, 5 and 6, any Earnest Money Deposit shall become the sole property of Seller. Seller's retention of the deposit shall constitute liquidated damages and be Seller's sole remedy for any breach of this Contract by Buyer, it being agreed that (i) the deposit is a reasonable estimate of and bears a reasonable relationship to the damages that would be suffered and costs incurred by Seller as a result of having withdrawn the Property from sale and the failure of closing to occur due to a default of Buyer under this Contract; (ii) the actual damages suffered and costs incurred by Seller as a result of such withdrawal and failure to close due to a default of Buyer under this Contract would be extremely difficult and impractical to determine; (iii) Buyer seeks to limit its liability under this Contract to the amount of the payments made, if this Contract is terminated and the transaction contemplated by this Contract does not close due to a default of Buyer under this Contract; and (iv) such amount shall be and constitute valid liquidated damages. If the Seller fails to perform any of the covenants of this Contract on its part to be performed, Buyer may at its option: (i) terminate this Contract whereupon the payments made by Buyer to Seller shall be returned and Seller shall be released and relieved of all obligations or liabilities under this Contract; or (ii) proceed in equity in an action for specific performance to enforce its rights under this Contract.

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

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

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

19. **Notices.** Any notice or other communication permitted or required to be given hereunder by one party to the other shall be in writing, shall be effective upon receipt and shall be delivered by registered or certified United States Mail, postage prepaid, return receipt requested, or by facsimile or telecopy transmission, with acknowledgment of receipt upon transmission, to the party entitled or required to receive the same, as follows:

TO SELLER: Daniel Soto
6945 Earlwood Ave.
Mt. Dora, FL 32757

TO BUYER: City of Clermont
P.O. Box 120219
Clermont, FL 34712
Attn.: City Manager

WITH A COPY TO: De Beaubien Knight, Simmons, Mantzaris &
Neal, LLP
332 North Magnolia Avenue
Orlando, Florida 32801
Attention: Daniel F. Mantzaris, Esquire
Phone: (407) 422-2454
Fax: (407) 992-3541

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

21. **Integrated Contract, Waiver and Modification.** This Contract represents the complete and entire understanding and agreement between the parties hereto with regard to all matters involved in this transaction and supersedes any and all prior or contemporaneous agreements, whether written or oral. No agreements or provisions, unless incorporated herein, shall be

binding on either party hereto. This Contract may not be modified or amended nor may any covenant, agreement, condition, requirement, provision, warranty or obligation contained herein be waived, except in writing signed by both parties or, in the event that such modification, amendment or waiver is for the benefit of one of the parties hereto and to the detriment of the other, then the same must be in writing signed by the party to whose detriment the modification, amendment or waiver inures.

22. **Brokerage.** Seller and Buyer acknowledge neither party has employed a broker or finder and that no commission or fees are to be paid hereunder. Seller and Buyer each agree to indemnify, defend and hold the other harmless from and against any commissions or fees or claims for commissions or fees arising under the indemnifying party, which indemnification shall expressly survive the termination of this Contract and the closing of the sale and purchase of the Property contemplated by this Contract.

23. **Effective Date.** The "Effective Date" of this Contract shall be the date upon which this Contract is signed by the Buyer after approval of the City of Clermont City Council.

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

25. **Interpretation.** Seller and Buyer acknowledge each to the other that both they and their counsel have reviewed this Contract and that the normal rule of construction to the effect that

(Remainder of page intentionally blank)

any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation to this Contract or any Exhibits hereto.

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

BUYER:

As to option right contained herein and
subject to City Council approval:

Darren Gray, City Manager

Date

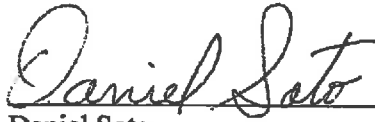
The City of Clermont, a Florida municipal
corporation

Attest:

By: _____
Gail L. Ash, Mayor

By: _____
Tracy Ackroyd Howe, City Clerk

SELLER:



Daniel Soto

10-17-2016

Date

As to acknowledgement of receipt of deposit:

deBeaubien, Knight, Simmons, Mantzaris & Neal, LP
Escrow Agent

Daniel F. Mantzaris

Date



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Resolution No. 2016-47 and Budget Amendment		
Requested Action		
Consider approval of Resolution No. 2016-47 authorizing the purchase of property located at 8 th Street and Osceola Street adjacent to Lake Minneola from CSX Transportation, Inc. and a budget amendment in the amount of \$200,000.		
Staff Report		
During a recent evaluation, it was determined that the property located at 8th Street and Osceola adjacent to Lake Minneola including the existing Trail/ boardwalk is titled to CSX Transportation, Inc. After a year of title research, discussions and negotiations, a purchase agreement was formulated to resolve the ownership concerns. At the same time the City of Clermont is applying for a Florida Community Trust grant for approximately \$150,000 to offset this cost. Staff recommends approval Resolution 2016-47 authorizing the purchase sale agreement with CSX Transportation, Inc. for property located at 8th Street and Osceola adjacent to Lake Minneola in the amount of \$200,000 plus closing cost and survey.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the Infrastructure Sales Tax Fund in the amount of \$200,000 is requested.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2016-47	Resolution No. 2016-47 CSXproperty purchase.doc	
2. CSX Aerial Map	CSX_FL-069-1038832_AERIAL-MAP.pdf	
3. CSX Purchase Sale Agreement	City of Clermont -CSX- PSA - 9-28-2016.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2016-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE PURCHASE OF 1.49 +/- ACRES OF CERTAIN REAL PROPERTY LOCATED IN LAKE COUNTY, FLORIDA FROM CSX TRANSPORTATION, INC. FOR THE PURCHASE PRICE OF \$200,000.00, PLUS SELLER'S CLOSING COSTS, AND AUTHORIZING THE MAYOR AND CITY MANAGER TO PERFORM ALL ACTS NECESSARY AND APPROPRIATE TO CLOSE ON THE PROPERTY AS PROVIDED HEREIN.

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

SECTION 1.

The City Council of the City of Clermont, Lake County, Florida does hereby accept the offer provided by CSX Transportation, Inc. in the amount of \$200,000.00 plus Seller's closing costs, and does hereby authorize the Mayor to enter into the contract attached hereto and incorporated herein and further authorizes the City Manager to perform all acts necessary and appropriate to close on the property.

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2016-47

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th day of October, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

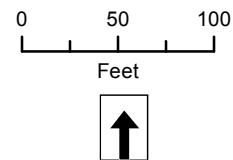
APPROVED AS TO FORM AND LEGALITY:

Daniel F. Mantzaris, City Attorney



CSX Properties Group, Inc.

Proposed Sale N of Osceola St
Site ID: FL-069-1038832
Lake County - Clermont, FL
Offline Division - Offline Subdivision
AT 811.67 to AT 811.65



PURCHASE SALE AGREEMENT

THIS AGREEMENT, hereinafter called the "Agreement", made and entered into by and between CSX TRANSPORTATION, INC., a Virginia corporation, whose address is c/o CSX Real Property, Inc. - J915, 6737 Southpoint Drive South, Jacksonville, Florida 32216-6177, hereinafter called the "Seller", and The City of Clermont, a(n) incorporated municipality whose address is 685 W. Montrose Street, Clermont, Florida 34711 hereinafter called the "Buyer", provides:

1. PURCHASE AND SALE: For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller agrees to sell and Buyer agrees to buy the land or property rights shown or identified on Exhibit "A", attached hereto and made a part hereof, ("Premises"), containing 1.49 acres, more or less, pursuant to and in accordance with the terms and conditions of this Agreement. The Premises is located in Clermont, County of Lake, State of Florida.

2. PRICE:

2.1 The purchase price for the Premises is TWO HUNDRED THOUSAND AND NO/100 U.S. DOLLARS (\$200,000.00) (hereinafter the "Purchase Price").

2.2 If a survey of the Premises indicates an area that varies by more than five percent (5%) from the area indicated above, the Purchase Price shall be proportionally increased or decreased (rounded to the nearest hundred dollars) based on the difference between the surveyed acreage and acreage indicated above.

3. DEPOSIT:

3.1 A non-interest bearing deposit in the amount of ONE HUNDRED AND NO/100 U.S. DOLLARS (\$100.00) payable to the order of Wells Fargo Bank as the Qualified Intermediary for Seller (hereinafter the "Deposit") accompanies Buyer's execution of this Agreement. The balance of the Purchase Price shall be paid at settlement or closing of the transaction (hereinafter the "Closing"), in cash, by certified or cashier's check, or by other readily available funds acceptable to Seller.

3.2 The Deposit shall be applied to the Purchase Price at Closing. The Deposit shall be refunded to Buyer only in the event Buyer's Offer (as defined hereinafter) is not accepted by Seller or upon termination as provided for in the Agreement.

3.3 If Buyer fails to close pursuant to Section 9 or perform in accordance with the terms hereof, Buyer agrees and consents that the Deposit shall be forfeited to and retained by Seller.

4. OFFER, ACCEPTANCE, CONTRACT:

4.1 Until accepted by Seller, Buyer's offer to purchase the Premises (hereinafter the "Offer") as evidenced by its execution and delivery of this Agreement shall be a firm offer for a period of THIRTY (30) days from the date of Buyer's acceptance of this Agreement. Seller's acceptance of the Offer is to be evidenced by its execution of this Agreement (the "Execution Date"). Failure of Seller to accept Buyer's Offer and execute this Agreement within the above-mentioned period shall render the Offer null and void, and the Deposit shall be returned to Buyer.

4.2 This Agreement, when accepted by Seller, shall constitute a contract and the entire agreement between the parties hereto, and they shall not be bound by any terms, oral or written conditions, statements or representations not contained herein or attached hereto.

4.3 Neither the Buyer's Offer nor, upon its execution by all parties, this Agreement may be changed, altered or modified except by an instrument in writing signed by Buyer and Seller.

4.4 The Buyer's Offer and this Agreement shall be executed in duplicate, each of which may be treated as an original.

5. DUE DILIGENCE PERIOD:

5.1 Buyer shall have a period of sixty (60) days from the Execution Date to complete all inspections and investigations, including but not limited to Sections 7, 8, 10, 13 and 14 herein (hereinafter the "Due Diligence Period").

5.2 If for any reason Buyer is not satisfied with the results of any inspection or investigation, the Buyer must, within the Due Diligence Period, deliver to Seller written notice of cancellation cancelling this Agreement, and the Deposit shall be refunded to Buyer. If terminated, Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

5.3 Buyer's failure to deliver a notice of cancellation to Seller within the Due Diligence Period shall be considered Buyer's acceptance of the Premises in its AS-IS, WHERE-IS, WITH ALL FAULTS condition.

6. DEED:

6.1 As early as practicable after the Execution Date, Seller will prepare and submit to Buyer, for Buyer's comments, a form of deed in conformance with the terms of this Agreement to convey the Premises to Buyer. Buyer shall have a period of five (5) business days after receipt of said deed to examine same and notify Seller of any comments. If no comments are received within the five (5) day period, Buyer shall be deemed to have approved the deed in the form submitted. Seller shall have no obligation to modify the deed to conform to Buyer's comments if the deed otherwise conforms to the terms of this Agreement.

6.2 The conveyance shall be by special/limited warranty deed, but shall be expressly subject to: standard exceptions contained in title insurance binders; all existing roads, fiber optic facilities, and public utilities; reservations, exceptions, easements, restrictions; all matters of record; any Permitted Exceptions, as hereafter provided; any applicable zoning ordinances and subdivision regulations and laws; taxes and assessments, both general and special, which become due and payable after the date of conveyance and which Buyer assumes and agrees to pay; all matters that would be revealed by an appropriate ALTA/ACSM survey or by an inspection of the Premises; the items or matters identified in Section 10.1 of this Agreement; and all existing occupancies, encroachments, ways and servitudes, howsoever created and whether recorded or not. The provisions of this Section shall survive Closing.

6.3 The deed shall contain one or more restrictive covenants, reading substantially as follows, to run with title to the Premises, and to be binding upon Buyer, Buyer's heirs, legal representatives and assigns, or corporate successors and assigns, or anyone claiming title to or holding the Premises through Buyer:

Grantee acknowledges that the Premises conveyed hereunder has been historically used for railroad industrial operations and is being conveyed for use only as industrial, recreational or commercial property. Grantee, by acceptance of this deed, hereby covenants that it, its successors, heirs, legal representatives or assigns shall not use the Premises for any purpose other than industrial, recreational or commercial purposes and that the Premises will not be used for (a) any residential purpose of any kind or nature (residential use shall be defined broadly to include, without limitation, any use of the Premises by individuals or families for purposes of personal living, dwelling, or overnight accommodations, whether such uses are in single family residences, apartments, duplexes, or other multiple residential dwellings, trailers, trailer parks, camping sites, motels, hotels, or any other dwelling use of any kind), (b)

any public or private school, day care, or any organized long-term or short term child care of any kind, (e) any agricultural purpose that results in, or could potentially result in, the human consumption of crops or livestock raised on the property (agricultural purpose shall be defined broadly to include, without limitation, activities such as food crop production, dairy farming, livestock breeding and keeping, and cultivation of grazing land that would ultimately produce, or lead to the production of, a product that could be consumed by a human) or (f) the establishment of a mitigation bank and/or the sale, lease, license, conveyance or in any way distribution of mitigation credits. By acceptance of this deed, Grantee further covenants that it, its successors, heirs, legal representatives or assigns shall not use the groundwater underneath the Premises for human consumption, irrigation, or other purposes.

Grantee acknowledges that this deed is made upon Grantee's solicitation and request, and was not in any way initiated by Grantor. Except as otherwise provided herein, Grantor does not represent or warrant to Grantee any ownership or estate in the Premises or any specific title or interest in the Premises, which constituted a strip of Grantor's former railroad operating property; and Grantee hereby releases Grantor, its officers and agents, from any claim or demand resulting from this deed, or from any failure of or defect in Grantee's title to the Premises.

Grantee hereby agrees to the extent provided by law, without waiving any sovereign immunity it may enjoy, and as additional consideration for the conveyance of the Premises, to defend, indemnify and hold Grantor harmless from and against any and all liability, loss, cost and/or expense, including reasonable attorney fees, arising out of or in connection with any and all suits or causes of actions instituted by third parties against Grantor or Grantee as a result of the conveyance of the Premises to Grantee or as a result of the failure of title to any portion of the Premises.

Grantee and Grantor agree and acknowledge the covenants and easements contained in this Deed shall be covenants "in gross" and easements "in gross" which shall remain binding on Grantee, its successors, heirs, legal representatives and assigns regardless of whether Grantor continues to own property adjacent to the Premises. Grantee acknowledges Grantor will continue to have a substantial interest in enforcement of the said covenants and easements whether or not Grantor retains title to property adjacent to the Premises.

7. TITLE SEARCH, INSURANCE:

7.1 Buyer shall obtain and provide Seller with a copy of a commitment for title insurance (hereinafter the "Commitment") at Buyer's sole cost and expense and within the Due Diligence Period. Buyer shall furnish Seller with a copy of the Commitment for use by Seller in preparation of the deed and other closing documents. Buyer shall acquire title insurance at Closing, at its expense, as evidenced by payment to the issuing title company on the closing statement.

7.2 Any defects in title (including, without limitation, those that might be revealed by an appropriate ALTA/ACSM survey or an inspection of the Premises, but excluding the items or matters identified in Section 10.1 of this Agreement, which Buyer agrees do not constitute defects in title to the Premises) which render title unmarketable (and not merely insurable at a higher rated premium) and which Buyer is unwilling to accept, must be reported to Seller in writing within the Due Diligence Period. Within ten (10) days of receipt of Buyer's written objections, Seller shall advise Buyer in writing whether Seller is willing to attempt to remove or cure Buyer's objections, in which event the Closing may be postponed for a reasonable period of time to accomplish removal or cure of Buyer's objections. If Seller notifies Buyer that Seller is unwilling or ultimately unable to remedy Buyer's reported objections, Buyer may elect to (a) accept such title as Seller is willing to give, with such defects (hereafter "Permitted Exceptions"), without reduction in Purchase Price, or (b) terminate this Agreement by giving written notice to Seller within five (5) days after receipt of Seller's notice. Upon such termination, the parties hereto shall be released from any and all further duties and obligations hereunder, including the duty to close and any liability for breach of any of the provisions hereunder, except that a) the indemnity provisions of Section 13.1 shall remain as an obligation of the Buyer and b) the Seller shall return the Deposit to Buyer within thirty (30) days of such termination. If Buyer does not give such termination notice, or elects to take title subject to Permitted Exceptions, the Closing shall take place in accordance with Section 9 of this Agreement, and the Permitted Exceptions shall be exceptions to any deed warranty.

7.3 Buyer's failure to report to Seller any objections as required in Section 7.2, shall constitute a waiver by Buyer of any and all defects in title to the Premises and Buyer and Seller will proceed in accordance with the remaining terms of this Agreement. The provisions of this Section shall survive Closing.

7.4 As information, Seller's source of title to the Premises is believed to be:

GRANTOR	DEED DATE	DB/PG
TODD, SALLIE H AND L H	7/22/1892	23/11

This information is provided solely to assist Buyer in reviewing title to the Premises and is not intended to, and shall not be relied upon, by Buyer.

8. SURVEY:

8.1 Buyer shall obtain a survey of the Premises conforming to ALTA/ACSM standards at Buyer's expense.

8.2 Within the Due Diligence Period, Buyer shall furnish Seller with a metes and bounds description of the Premises in electronic format, and three (3) prints of a survey plat acceptable to Seller and to the Recorder of Deeds for the County or City in which the Premises is located, certified to Buyer and Seller, for use by Seller in preparation of the deed and other papers

9. **CLOSING:** Closing hereunder shall be held within THIRTY (30) days of following expiration of the Due Diligence Period. Seller and Buyer agree that the Closing may occur via delivery of funds and closing documents or at such other place as may be mutually agreeable to Seller and Buyer. The time and date for Closing may be extended only by Seller in writing, time expressly being of the essence in this Agreement.

10. **POSSESSION:** Buyer shall obtain possession of the Premises at Closing, subject to the limitations, terms and conditions of Section 6 of this Agreement, and such other leases, licenses, easements, occupancies or other limitations which are identified by Section 10.1, or which are discovered by Seller during the term of this Agreement (which may not necessarily be stated in the deed), unless canceled by Seller or otherwise terminated (whether by notice, expiration, nonrenewal or any other reason) prior to Closing.

10.1 Seller believes that the Premises is currently subject to the following leases, licenses, easements, occupancies and/or limitations (which may or may not be of record):

NONE

During the term of this Agreement, Seller will research its archives for, and shall advise Buyer if Seller discovers, any additional leases, licenses, easements, occupancies and limitations affecting the Premises. Likewise, during the term of this Agreement, should leases or licenses listed in (i) or (ii) above be determined to cover a continuing Seller obligation, said lease or license will be retained by Seller, after notice to Buyer. As to any items discovered as a consequence of such research, Seller may elect, in its sole discretion, to either cancel or otherwise terminate such items or, pursuant to Section 10.3, to assign or to partially assign, if such item is applicable to an area greater than the Premises, to the Buyer at Closing.

10.2 INTENTIONALLY OMITTED

10.3 At Closing, Seller shall assign to Buyer, and Buyer shall assume, Seller's right, title and interest in all items identified by Section 10.1, or which are subsequently discovered by Seller, unless canceled or otherwise

terminated, at or prior to Closing. However, if such item is applicable to an area greater than the Premises, the Buyer shall be included as party to a partial assignment of the item(s), which may be executed after Closing.

10.4 If, prior to Closing, all or any portion of the Premises is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Buyer of such fact promptly after obtaining knowledge thereof and either Buyer or Seller shall have the right to terminate this Agreement by giving notice to the other not later than ten (10) days after the giving of Seller's notice. If neither Seller nor Buyer elects to terminate this Agreement as aforesaid, there shall be no abatement of the Purchase Price and Seller shall assign to Buyer (without recourse) at the Closing the rights of Seller to the awards, if any, for the taking, and Buyer shall be entitled to receive and keep all awards for the taking of the Premises or such portion thereof.

10.5 INTENTIONALLY OMITTED

10.6 Buyer may, at its option and at its sole cost, secure a policy of Fire and Extended Coverage Insurance on the buildings or Structures, provided that Buyer's liability for damage to or destruction of the buildings or structures during the term of this Agreement shall not be limited by the amount of such insurance.

11. ANNUAL TAXES; RENTS; LIENS; CHARGES:

11.1 All annual or periodic taxes or assessments on the Premises, both general and special, shall be prorated as of the Closing. Any proration shall be based on the taxes assessed against the Seller in the year of the delivery of possession to or entry by Buyer and shall allow the maximum discount permitted by law. If current taxes assessed against the Seller are not available at the time of Closing, Buyer and Seller agree to prorate taxes based upon the latest tax information available to the parties and equitably adjust the proration when taxes for the year of entry or possession become available.

11.2 Any certified governmental assessments or liens for improvements on the Premises which are due and payable at the time of Closing shall be paid in full by Seller, and any pending liens or assessments for improvements not yet due and payable at Closing shall be thereafter paid in full by Buyer.

11.3 Any rents and license fees (individually in excess of \$1,000.00 prorated amount on annual rental) accruing to the Premises shall be prorated at Closing, with rents and fees prior to the date of Closing retained by Seller.

12. TAXES ON TRANSFER; CLOSING COSTS:

12.1 Buyer shall pay all transfer taxes, however styled or designated, all documentary stamps, recording costs or fees or any similar expense in connection with this Agreement, the conveyance of the Premises or necessary to record the deed.

12.2 Buyer shall be solely responsible for and shall pay any reassessments or taxes generated by reclassification of the Premises resulting from conveyance of the Premises.

12.3 If any state or local governmental authority requires, presently or in the future, the payment of any sales, use or similar tax upon the sale, acquisition, use or disposition of any portion of the Premises, (whether under statute, regulation or rule), Buyer assumes all responsibility for and shall pay the same, directly to said authority, and shall hold Seller harmless from such tax(es) and any interest or penalty thereon. Seller shall cooperate (at no expense to Seller) with Buyer in the prosecution of any claim for refund, rebate or abatement of said tax(es).

12.4 Seller shall pay the cost of recording any release of Seller's mortgage(s) or lien(s). In the event

Buyer finances any portion of the Purchase Price (whether through third parties or from Seller), Buyer shall pay all costs thereof, including recordation, intangible taxes, etc.

12.5 Buyer represents and warrants that neither it nor its officers, directors or controlling owners are acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person," or for or on behalf of any person, group, entity or nation designated in Presidential Executive Order 13224 as a person who commits, threatens to commit, or supports terrorism; that neither it nor its officers, directors or controlling owners are engaged in this transaction, directly or indirectly, on behalf of, or facilitating this transaction, directly or indirectly, on behalf of, any such person, group, entity or nation; and that neither it nor its officers, directors or controlling owners are in violation of Presidential Executive Order 13224, the USA Patriot Act, the Bank Secrecy Act, the Money Laundering Control Act or any regulations promulgated pursuant thereto."

12.6 The Foreign Investment in Real Property Tax Act (FIRPTA), IRC 1445, requires that every purchaser of U.S. real property must, unless an exemption applies, deduct and withhold from Seller's proceeds ten percent (10%) of the gross sales price. The primary exemptions which might be applicable are: (a) Seller provides Buyer with an affidavit under penalty of perjury, that Seller is not a "foreign person", as defined in FIRPTA, or (b) Seller provides Buyer with a "qualifying statement", as defined in FIRPTA, issued by the Internal Revenue Service. Seller and Buyer agree to execute and deliver as appropriate any instrument, affidavit and statement, and to perform any acts reasonably necessary to carry out the provisions of FIRPTA and regulations promulgated thereunder. Buyer and Seller shall each indemnify and hold harmless the other with respect to any financial loss caused by the indemnifying party's failure to fulfill its obligations under this Paragraph.

13. BUYER'S RIGHT OF ENTRY, ENVIRONMENTAL AND OTHER INSPECTIONS:

13.1 Subject to and upon compliance with the terms of this Section 13, during the term of this Agreement, Buyer and/or its agents may be permitted to access the Premises, subject to the rights of any tenant, licensee, utility or other third party occupying any portion of the Premises, in order to make surveys, make measurements, conduct environmental or engineering tests (including drilling and coring for preconstruction soil analysis), and to make such physical inspections and analyses thereof as Buyer shall deem necessary; PROVIDED, however, that Buyer, and/or its agents, hereby assumes all risks of such entry and agrees to defend, indemnify and save Seller harmless from and against any claim, cost or expense resulting from any damage to or destruction of any property (including the Premises or any improvements thereon) and any injury to or death of any person(s), arising from the acts or omissions of Buyer and/or its agents in the exercise of this right-of-entry. Buyer agrees to do no act which would encumber title to the Premises in exercising this right-of-entry. Any drilling and coring holes shall be filled upon completion of testing. All investigation-derived waste, including without limitation drilling waste, ground water and cuttings, shall be promptly handled, characterized and disposed of properly and in accordance with all local, State and Federal requirements, all at Buyer's sole cost.

13.2 Buyer shall give Seller ten (10) days prior written notice of any entry onto the Premises under this Section 13 and provide Seller with a schedule and scope of work for each of the activities Buyer proposes to undertake during such entry. Upon receipt of the foregoing, Seller reserves the right, in Seller's sole discretion, to terminate this Agreement or if Seller permits the testing, Seller reserves the right to monitor and approve all procedures in the conduct of any environmental assessments, tests, studies, measurements or analyses performed by or for Buyer in, on, to or with respect to the Premises. Buyer shall provide in any contract or bids for site assessment or environmental inspections of the Premises a "confidentiality clause", limiting disclosure of the results and any report only to Buyer (or to Seller, upon request), and an "insurance clause," requiring the company selected by the Buyer to perform the work to produce a certificate of insurance naming the Seller and Buyer as additional insured with the following coverage and limits:

- General Liability (CGL) insurance with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence for bodily injury and property damage.
- In addition to the above-described CGL insurance, if Buyer will undertake, or cause to be undertaken, any construction or demolition activity within fifty (50) feet of any Seller track or any Seller bridge, trestle or tunnel, then Buyer shall also purchase, or cause to be purchased, a policy of Railroad Protective Liability (RPL) insurance, naming Seller as the insured, with coverage of not less than FIVE MILLION DOLLARS (\$5,000,000) Combined Single Limit per occurrence, with an aggregate of TEN MILLION DOLLARS (\$10,000,000). Such policy must be written on ISO/RIMA form of Railroad Protective Insurance – Insurance Services Offices Form No. CG 00 35, including Pollution Exclusion Amendment CG 28 31. At Seller's option, in lieu of purchasing RPL insurance (but not CGL insurance), Buyer may pay Seller a Construction Risk Fee, currently THREE THOUSAND DOLLARS (\$3,000), and thereby be relieved of any obligation to purchase said RPL insurance.
- Worker's Compensation Insurance as required by the state in which the Work is to be performed. This policy shall include Employers' Liability Insurance with a limit of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence. Unless prohibited by law, such insurance shall waive subrogation against Seller.
- Automobile Liability Insurance in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering all owned, non-owned and hired vehicles.

Buyer shall also keep Seller fully apprised of the progress of, and procedures followed with respect to, all such environmental work; and fully cooperate with all reasonable requests of Seller in undertaking and carrying out such work. If requested by Seller, Buyer shall prepare split samples (which may then be separately tested at Seller's sole option and cost) for delivery to Seller and shall deliver to Seller, at no cost to Seller, within five (5) days after receipt, copies of all results, assessments, reports and studies, whether of an environmental nature or otherwise, resulting from any tests or inspections conducted by Buyer pursuant to this Section 13 or otherwise in accordance with this Agreement. At or before Closing, Buyer shall provide Seller a reliance letter from Buyer's consultant, in form and substance reasonably acceptable to Seller, granting Seller the right to rely on the environmental data and reports generated as part of Buyer's environmental due diligence, including without limitation, any Phase I and Phase II Environmental Site Assessment Reports. The reliance letter shall not impose any additional limitations or restrictions on Seller's reliance on said data and reports except as may be specified within the report documents themselves.

13.3 Buyer acknowledges that Seller makes no guarantee, representation or warranty regarding the physical or environmental condition of the Premises, and Seller expressly disclaims any and all obligation and liability to Buyer regarding any defects which may exist with respect to the condition of the Premises.

13.4 If environmental contamination of the Premises is revealed by the studies and tests conducted by Buyer pursuant to this Section 13, in an amount and/or concentration beyond the minimum acceptable levels established by current applicable governmental authorities, or, if Buyer is unwilling to accept the environmental condition of the Premises as a result of such tests or assessments, Seller's and Buyer's sole and exclusive remedy shall be to terminate this Agreement and refund the Deposit to the Buyer. Under no circumstances shall Seller be required to correct, remedy or cure any condition or environmental contamination of the Premises, which Buyer's tests and studies may reveal, as a condition to Closing or other performance hereunder.

13.5 Provided Seller does not elect to terminate this Agreement as provided herein, if Buyer elects not to secure environmental tests or inspections, or fails to terminate after receipt of test results, Buyer shall take the Premises "as is" at Closing; assumes all risks associated with the environmental condition of the Premises, regardless of the

cause or date of origin of such condition; and releases all rights or claims against Seller relating to such condition or for any costs of remediation or cure of any environmental condition. Buyer expressly assumes all obligations, liability and responsibility for physical and/or environmental conditions of the Premises, and agrees to defend, protect, indemnify and hold Seller harmless from any and all loss, damages, suits, penalties, costs, liability, and/or expenses (including, but not limited to reasonable investigative and/or legal expenses, remediation and/or removal costs), arising out of any claim(s), present, past or future, for (a) loss or damage to any property, including the Premises (b) injuries to or death of any person(s), (c) contamination of or adverse effects upon the environment (air, ground or water), or (d) any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from presence or existence of any hazardous material, hazardous substance, hazardous waste, pollutant or contaminant (including petroleum products) in, on or under the Premises or any migration, escape or leakage of such materials, substances, wastes, pollutants or contaminants therefrom. Buyer acknowledges that the provisions of this Section are deemed to be additional consideration to Seller and the condition of the Premises has been considered as part of the Purchase Price.

13.6 Buyer acknowledges that the Property was used for railroad and/or industrial purposes and that environmental contaminants may be present on the Property. Buyer expressly represents and warrants that it is Buyer's responsibility to, and that Buyer will, take any and all actions necessary to ensure that the property is in a suitable condition for Buyer's intended use. Buyer acknowledges that such actions may include a site assessment, remedial activities, and the placement of engineering and institutional controls on the Property.

13.7 INTENTIONALLY OMITTED

13.8 The Buyer's environmental investigation shall be completed within the Due Diligence Period.

13.9 The provisions of this Article 13 shall survive Closing or termination of this Agreement.

14. SUBDIVISION APPROVAL; ZONING:

14.1 Any subdivision approval needed to complete the transaction herein contemplated shall be obtained by Buyer at Buyer's sole risk, cost, and expense. Seller shall cooperate with Buyer in obtaining said approval, to the extent necessary or required, but Buyer shall reimburse Seller for any and all charges, costs and expenses (including portions of salaries of employees of Seller assigned to such project) which Seller may incur in such cooperation.

14.2 Seller makes no guarantee or warranty that any subdivision approval will be granted and assumes no obligation or liability for any costs or expenses if same is not approved.

14.3 Costs and expenses shall include all fees, including reasonable attorneys' fees, of obtaining subdivision plats, or filing same with the applicable governmental body(ies), or recordation thereof, including attorneys' fees, and all other related and/or associated items.

14.4 Seller makes no guarantee, warranty or representation as to the permissibility of any use(s) contemplated by Buyer under existing zoning of the Premises or as to any ability to secure any rezoning for Buyer's use.

15. BROKER'S FEES: The Buyer and the Seller each represent and warrant to the other that neither has introduced into this transaction any person, firm or corporation who is entitled to compensation for services as a broker, agent or finder. The Buyer and the Seller each agree to indemnify the other against and hold the other harmless from any and all commissions, finder's fees, costs, expenses and other charges claimed by real estate brokers or sales persons by, through or under the indemnifying party. Seller shall be under no obligation to pay or be responsible for any broker's or finder's fees, commissions or charges in connection with handling this transaction, or Closing.

16. ASSIGNMENT, LIMITS, SURVIVAL:

16.1 (a) This Agreement may not be assigned by Buyer without the prior written consent of Seller, which shall not be unreasonably withheld, provided that if Buyer wishes to cause the Premises to be conveyed directly from Seller to a third party through an exchange of like-kind real estate on escrow terms qualifying under Section 1031 of the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder, Seller shall, at Buyer's expense, cooperate in accomplishing Buyer's objective.

(b) Buyer hereby agrees that closing on the disposition of the transfer of the Premises pursuant to this Agreement may be structured by Seller to qualify as part of an exchange of like-kind property under Section 1031 of the Internal Revenue Code of 1986, as amended, and Treasury Regulations promulgated thereunder (a "like-kind exchange"). Accordingly, Seller shall have the right to assign its rights and interests hereunder to a qualified intermediary or qualified escrow agent, an exchange accommodation titleholder, or such other person as may be necessary to qualify the transaction as a like-kind exchange. Buyer agrees to cooperate with Seller in executing such documents as may be reasonable necessary to implement a like-kind exchange, including, but not limited to, making the proceeds check payable as directed by Seller.

16.2 As limited above, this Agreement shall be binding upon the parties, their successors and permitted assigns, or upon their heirs, legal representatives and permitted assigns, as the case may be.

16.3 Any provision calling for obligations continuing after Closing or termination of this Agreement shall survive delivery of the deed and not be deemed merged into or replaced by any deed, whether or not the deed so states.

17. DEFAULT:

17.1 In the event of a default by Buyer under this Agreement (including, but not limited to payment of the Deposit within the time specified), Seller may elect to terminate this Agreement by delivery of notice to Buyer and to retain the Deposit and any other money paid by Buyer to or for the account of Seller, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement.

17.2 In the event of a default by Seller under this Agreement, Buyer's sole and exclusive remedy shall be to terminate this Agreement by delivery of notice to Seller and to receive an immediate return of the Deposit and reimbursement for any reasonable third-party expenses incurred by Buyer pursuant to this Agreement, not to exceed \$10,000, as agreed-upon liquidated damages in full settlement of any and all claims arising under or in any way related to this Agreement. Buyer irrevocably waives any and all right to pursue specific performance of this Agreement or any other legal or equitable remedy otherwise available to Buyer.

17.3 Upon the termination of this Agreement pursuant to this Article 17, Buyer and Seller shall be relieved of all obligations under Agreement, including the duty to close, other than (a) any liability for breach of any of the provisions of Section 13 shall remain as obligations of Buyer and (b) Buyer shall furnish Seller with a copy of all materials and information (including but not limited to any engineering reports, studies, maps, site characterizations and/or zoning related materials) developed by Buyer during the term of this Agreement relating to the potential use or the physical condition of the Premises.

17.4 "Default" shall include not only the failure to make prompt payment of any sums when due under this Agreement, but also the failure to fully and timely perform any other acts required of Buyer under this Agreement.

18. NOTICES:

18.1 Notice under this Agreement shall be in writing and sent by Registered or Certified Mail, Return Receipt Requested, or by courier, express or overnight delivery, and by confirmed e-mail.

18.2 The date such notice shall be deemed to have been given shall be the business day of receipt if received during business hours, the first business day after the business day of receipt if received after business hours on the preceding business day, the first business day after the date sent by courier, express or overnight ("next day delivery") service, or the third business day after the date of the postmark on the envelope if mailed, whichever occurs first.

18.3 Notices to Seller shall be sent to:

CSX Transportation, Inc.
C/o CSX Real Property, Inc. - J915
6737 Southpoint Drive South
Jacksonville, FL 32216-6177
Attn: RENE KURTH (Transaction Specialist)
E-mail: RENE_KURTH@csx.com

Notices to Buyer shall be sent to:

CITY OF CLERMONT
685 W. Montrose Street
Clermont, FL 34711
Attn: Darren Gray, City Manager
Email: dgray@clermontfl.org
Phone: 352-241-7358

18.4 Any party hereto may change its address or designate different or other persons or entities to receive copies by notifying the other party in a manner described in this Section.

19. RULES OF CONSTRUCTION:

19.1 In this Agreement, all singular words shall connote the plural number as well as the singular and vice versa, and the masculine shall include the feminine and the neuter.

19.2 All references herein to particular articles, sections, subsections or clauses are references to articles, sections, subsections or clauses of this Agreement.

19.3 The headings contained herein are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

19.4 Each party hereto and its counsel have had the opportunity to review and revise (or request revisions of) this Agreement, and therefore any usual rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Agreement or any exhibits hereto or amendments hereof.

19.5 This Agreement shall be governed and construed in accordance with the laws of the state in which the Premises is located, without regard to conflict of law rule.

20. TIME OF ESSENCE: Time shall be considered of the essence both to the Buyer and the Seller for all activities undertaken or required pursuant to this Agreement.

21. COUNTERPARTS: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

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SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Buyer has caused this Agreement to be signed the _____ day of _____, 20____, in duplicate, each of which shall be considered an original.

WITNESS(ES):

BUYER(S): CITY OF CLERMONT

Print Name: Gail Ash

Print Title: Mayor

_____ (SEAL)

Print Name: Tracy Ackroyd Howe

Print Title: City Clerk

NOTICE OF SELLER'S ACCEPTANCE

Buyer's Offer to purchase the Premises is accepted by Seller this _____ day of _____, 20____.

WITNESS(ES):

CSX TRANSPORTATION, INC.

By: _____

Print Name: _____

Print Title: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Proposal Award and Budget Amendment		
Requested Action		
Recommend to approve contract between the City of Clermont and American Janitorial Inc. to provide janitorial services at the Clermont Arts and Recreation Center and budget amendment in the amount of \$55,863.32.		
Staff Report		
The evaluation committee recommends approval of the above action. The Parks and Recreation Department contacted the Purchasing Department to determine the most cost effective manner to obtain janitorial services. The Purchasing Department issued a Request For Proposal (RFP) number 16-052 on July 1, 2016 to obtain the services of a qualified firm to conduct janitorial services. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFP. An evaluation committee composed of five (5) City staff (four voting members and one non-voting member) reviewed, scored and ranked the proposals. The proposal from American Janitorial, Inc. was the top ranked firm selected for their qualification, knowledge, and experience of managing of similar size building and complexity. The pricing section of the proposal provided two options, one to clean all interior areas and the second to exclude office areas. The second option, which excludes office areas, was chosen since it offers a lower cost. The Purchasing Director entered into negotiations with the top ranked company (American Janitorial, Inc.) which resulted in a 24.7% reduction in price from \$151,840.68 to \$114,256.32 for a savings of \$37,584.36. The reduction in cost did not affect the level of service. The award recommendation is being made to the most qualified respondent American Janitorial, Inc. A budget amendment in the amount of \$55,863.32 from General Fund is requested.		
Additional Analysis		
Fiscal Impact Summary		
Budget amendment to the General Fund in the amount of \$55,863.32 is requested.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFP 16-052 Response Tabulation	RFP 16-052 Response Tabulation.pdf	
2. RFP 16-052 Evaluation Summary	RFP 16-052 Evaluation Summary.pdf	

3.	RFP 16-052 Ranking Order	RFP 16-052 Ranking Order.pdf
4.	RFP 16-052 Evaluation Process	RFP 16-052 Evaluation Process.pdf
5.	Ad	RFP 16-052 ARC Janitorial.docx



RESPONSE TABULATION

RFP 16-052, JANITORIAL SERVICES FOR THE CLERMONT ARTS AND RECREATION CENTER
DUE DATE/TIME: AUGUST 11, 2016 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	1-ORIGINAL, 4-COPIES
Building Maintenance Services, Inc. – Maitland, FL	Y	Y
Base Board Brush Company – Clermont, FL	N	Y
Stockton Maintenance Group – West Palm Beach, FL	Y	Y
American Janitorial, Inc. – Umatilla, FL	Y	Y
United States Services Industries (USSI) – Bethesda, MD	Y	Y

* Addenda 1 was not a mandatory submittal with RFP response.



City of Clermont Evaluation Summary

RFP No. 16-052 PROJECT TITLE: Janitorial Services for the Clermont Arts and Recreation Center

Meeting Location and Time:

August 31, 2016 at 9:00 AM 2nd Floor Conference Room 232

Evaluation Committee Members:

Suzanne O'Shea	Facility Manager - Parks and Recreation
David VanDever	Assistant Public Works Director
Joe McMahon	Operations Chief - Public Works
Robert Taboas	Operations Chief - Parks and Recreation
Freddy Suarez	Purchasing Director (non-voting member)

	Points Received	Points Received	Points Received	Points Received	Total Points
Building Maintenance Svc.	80	80	70	46	276
Base Board Brush	Disqualified				
Stockton Maintenance	80	80	62	57	279
American Janitorial	79	79	56	52	266
USSI	52	52	46	44	194

Notes:

The Evaluation Committee disqualified The Baseboard Brush Company for failure to provide proof of insurance limit requirements.

The Evaluation Committee chose to conduct presentations with Building Maintenance Services, Inc., Stockton Maintenance Group, and American Janitorial, Inc.



PURCHASING DEPARTMENT

September 21, 2016

RFP 16-052, Janitorial Services for the Clermont Arts and Recreation Center

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

Company Name	Ranking Order
American Janitorial Incorporated	1
Stockton Maintenance Group	2
Building Maintenance Services, Inc.	3

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

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 composed of three (3) City employees, 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. License and insurance in the State of Florida.
(If NO license and insurance is provided accordingly, the respondent will be disqualified, if YES = 0 pt.)
 - c. Company existence for at least five (5) years under present name.
[(5-yrs or less = 1 pt.), (5-9 yrs. = 3 pts.), (10+ yrs. = 5 pts.)]
 - d. The experience and qualifications of the company on similar projects.
[(1 or less = 0); (2 = 5 pts.), (3-4 = 7 pts.), (5+ = 10 pts.)]
 - e. The experience and qualifications of the personnel assigned to the supervisory team.
[0 to 15 pts.]
 - f. Thorough understanding of the methodology and approach to be used in janitorial services.
[0 to 20 pts.]
 - g. Cost of services.
[0 to 20 pts.]

SECTION – D
EVALUATION PROCESS

- h. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation.
[0 to 10 pts.]
 - i. Physical location of business – In order to receive points, the respondent main office must be located in Lake County for at least two (2) years.
[Respondent is located in Lake County = 10 pts.]
[All other respondents = 0 pt.]
- 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

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified respondents to provide janitorial services for the Arts and Recreation Center (RFP 16-052). All responses must be received prior to **2:00 P.M. on Thursday, August 11, 2016**. Information may be obtained from the City's website at <http://www.clermontfl.gov/>

Publication Date: Newspaper
July 5, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 25, 2016	
Agenda Item Name	
Contract Award	
Requested Action	
Recommend to approve a piggyback Lake County B.C.C. term contract number 16-0214 with Leesburg Concrete Company, Inc. to provide all labor, materials and equipment to furnish and install precast concrete restrooms.	
Staff Report	
The Purchasing Department and the Public Works Department recommend approval of the above action. The Purchasing Department sought a contract from Lake County B.C.C. to obtain the services of Leesburg Concrete Company, Inc. to furnish and install precast concrete restrooms on an as-need-basis. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1609-001 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Lake County B.C.C. contract with Leesburg Concrete Company, Inc. The price for a six station precast restroom, approximately 21' x 23' x 8', is \$119,000 and includes the following: - Prefabricated Restroom Delivery and Installation - Engineering costs, crane and installation. - Electrical wiring, doors and amenities. The price for site work, plumbing and electrical is \$104,767 and includes the following: - Building and electrical permits; - Sidewalk and concrete demolition; - Installation of gravel base; - Plumbing, sewer & water tie in and installation; - Upgrades to existing electrical panel - Bollards - New sidewalk and ADA ramp - Bollards The total price of the project is \$223,767. The Lake County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.	
Additional Analysis	
Fiscal Impact Summary	

The fiscal impact of \$223,767 is included in the approved FY 2017 budget.

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	RFI 1609-001	RFI 1609-001.pdf	
2.	Restroom Quote	Leesburg Concrete Restroom Quote.pdf	



REQUEST FOR INFORMATION

Intent to Utilize Lake County Contract for Pre-Cast Concrete Restrooms

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1609-001	ISSUED DATE: September 9, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 19, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department

(b) Company Information: Leesburg Concrete Company, Inc.

(c) Contract Number and Title: 16-0214 titled Leesburg Concrete Company, Inc.

(d) Length of Contract: Initial contract expires July 31, 2017 w/optional four (4) annual renewals.

(e) Product or Service Provided: Pre-Cast concrete restrooms

2 – ACTION TO BE TAKEN

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

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



EASI-SET Precast Building Proposal

DIV 3

Revised

DATE: 10/12/2016

PROPOSAL NO: AA-2016-209B

Proposed Agreement Submitted To:

Project Reference:

Freddy L. Suarez
CITY OF CLERMONT
(352) 241-7350
(352) 394-2379
685 W. Montrose Street
Clermont, FL 34711
fsuarez@clermontfl.org

THE VOLUSIA- GABLED ROOF

QTY	DESCRIPTION
1	Precast 6 station restroom approximately 21' x 23' x 8' with 6" post tensioned floor, 4" thick exterior walls, 3" interior walls, 4" post tensioned gabled standing seam form liner roof and a brick pattern form liner on exterior walls to match City Hall, delivered and set in Clermont, FL on your prepared concrete slab. All concrete is a minimum of 5,000 psi compressive strength. - Floor drain in each restroom. - Three 36" steel doors with hydraulic closers and removable core locksets 2 -Sunvent louvered vents with bug screen. 2 Plexiglas windows 60 amp electrical service, wire, boxes, panel, lighting. 2- exhaust fan 5- Virtuous porcelain rear discharge toilets 5- Sloan Royal flush valves 1 -Virtuous porcelain urinal 1- Sloan Royal flush valve 4- Vituous porcelain wall hung steel sinks 4 Chicago Faucets 2 - 36" grab bars 2 - 48" grab bars 2 - stainless steel mirrors 2- ADA mirrors - Standard floor mounted overhead braced toilet partitions. - Hose bib in mechanical room. - Installation of Owner supplied TP, Soap Dispensers and hand dryers

BUILDING COST WITH ENGINEERING, INSTALLATION AND CRANE \$119,000.00

EXCLUSIONS: Sales tax of \$6,566.00 is not included. Site preparation, plumbing hook up, electrical hook up, duties, fees or permits, civil drawings and any item or it's installation not specifically noted above. We do not supply sealed electrical wiring or plumbing layout drawings unless specifically noted above.

NOTE: Crane access to within 25' of building location. Site must be accessible and free of obstacles. The building, it's contents and equipment, specifically described above are included in the total price. Furnishings, fittings, equipment and compliance with an entire specification not described are not included in this project. Any changes to the equipment, furnishings, any component of this building described above may result in additional costs and require a written and signed change order. This document, with it's description shall supersede conflicting contract(s).

LEESBURG CONCRETE COMPANY, INCORPORATED IS A TOP 25 NPCA CERTIFIED PLANT.

Terms: 10% Down payment Required . Balance, Net 15 days from delivery, upon approved credit. No Retainage.

If exempt, tax exempt certificate to be provided by customer.

Payment is to be delivered to Leesburg Concrete Company, Incorporated at 1335 Thomas Avenue, Leesburg, FL 34748

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance on above work. Workmen Compensation and Public Liability Insurance on above work to be taken out by Leesburg Concrete Company, Incorporated.

In the event this Proposal is accepted and the amount agreed to be paid is not timely received by Leesburg Concrete Company, Inc., then Leesburg Concrete Company, Incorporated shall be entitled to reasonable attorney's fees, costs, and expenses to collect the amount owed. Unpaid balance shall accrue at the rate of 1.5% per month.

This proposal may be withdrawn if not accepted within 90 days

Respectfully Submitted

Signed

April Accor

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature

Printed Name

Date:



EASI-SET Precast Building Proposal

DIV 3

Revised

DATE: 10/17/2016

PROPOSAL NO: AA-2016-209AA

Proposed Agreement Submitted To:

Freddy L. Suarez
CITY OF CLERMONT
(352) 241-7350
(352) 394-2379
685 W. Montrose Street
Clermont, FL 34711
fsuarez@clermontfl.org

Project Reference:

THE VOLUSIA- GABLED ROOF

Sitework and Utilities to include:

Permitting - Building	\$850.00
Permitting -Electrical Service	\$500.00
Asphalt Cut - 32'x22' 704 Sq Ft. Asphalt	\$2,288.00
Curb Demo - 50 LNFT	\$390.00
Sidewalk Demo - 70' x 8'4" 560 Sq. Ft.	\$4,368.00
Concrete Demo - 28' x 6' 168 Sq. Ft.	\$1,310.40
Gravel Base 1' wider than bldg on all sides	\$5,804.50
Remove shrubs and hedges per plan and dispose of properly	\$2,860.00
Bollards (4 ea)	\$1,560.00
Install Concrete Apron - 1.5' x 22'	\$49.50
Install Sidewalk - 70' x 8'	\$3,640.00
Install Concrete Ramp - 6' x 25'	\$1,287.00
Sodding - 150 SQFT	\$260.00
Surveying and layout allowances	\$5,200.00*
*Any remaining allowances not used will be credited back to owner. Any overages will be billed accordingly.	
Temporary Facilities/Trash containers & Restoration and clean-up	\$3,250.00

Plumbing install per plans dated 02-18-2016 to INCLUDE:

\$14,600.00

- Hook up from new pre-cast building to City Sewer & water
- Install 44' of 6" Sewer line
- Tie in the existing 6" main
- Install 180' of 2" poly line tie in point to new meter location
- Install double check valve
- Tie into existing 6" Main water
- Install temporary jumper connection
- Open cut and repair 35' of asphalt drive in order to run 2" poly
- Install saddle, curb stop, Tap existing 6" waterline

Install Electrical for site work per plans dated 03-18-2016 to INCLUDE:

\$53,300.00

- Remove existing service rack
- Install new service rack using existing control cabinet and wiring
- Relocate existing light pole
- Install five (5) in grade power boxes
- Install 2 at grade Event power boxes
- Replace pedestal receptacle and post
- Includes boring and spare conduits(some area have insufficient space to bore may have to missile)

** If open cut is needed this will be done as a change order**

Install transformer on pole indicated on print and run riser and underground secondary to Duke Energy

installed pedestal as indicated on print. This is assuming Duke can hand dig \$3,250.00

PROJECT TOTAL \$104,767.00



**EASI-SET Precast Building Proposal
DIV 3**

Revised

DATE: 9/26/2016

PROPOSAL NO: AA-2016-209AA

Project Reference:

THE VOLUSIA- GABLED ROOF

EXCLUSIONS

Sales tax, if applicable, is not included
Engineering fees
Fees for utility connections
Repairs to exisiting defects or code violations
Removal of trees by others
Irrigation work
Water meter not provided
Utility impact fees
Fire suppression and alarm work
No Impact fees per City

LEESBURG CONCRETE COMPANY, INCORPORATED IS A TOP 25 NPCA CERTIFIED PLANT.

Terms: Progress billing to be invoiced as work is completed. Net 30 days. No Retainage.

If exempt, tax exempt certificate to be provided by customer.

Payment is to be delivered to Leesburg Concrete Company, Incorporated at 1335 Thomas Avenue, Leesburg, FL 34748

Any alteration or deviation from above specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance on above work. Workmen Compensation and Public Liability Insurance on above work to be taken out by Leesburg Concrete Company, Incorporated.

In the event this Proposal is accepted and the amount agreed to be paid is not timely received by Leesburg Concrete Company, Inc., then Leesburg Concrete Company, Incorporated shall be entitled to reasonable attorney's fees, costs, and expenses to collect the amount owed. Unpaid balance shall accrue at the rate of 1.5% per month.

This proposal may be withdrawn if not accepted within 90 days

Respectfully Submitted

Signed April Accor
April Accor

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined.

Signature _____

Printed Name _____

Date: _____



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Vehicle Purchase		
Requested Action		
Recommend to approve a piggyback contract from the Florida Sheriffs Association contract number FSA16-VEL24.0 to purchase budgeted vehicles for the Environmental Services and Parks and Recreation Departments.		
Staff Report		
The Purchasing Department, Parks and Recreation Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1710-001 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract FSA16-VEL24.0. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$183,437.70 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1710-001	RFI 1710-001.pdf	
2. Quotes	Vehicle Quotes.pdf	



REQUEST FOR INFORMATION

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

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1710-001	ISSUED DATE: October 14, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 24, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services, Parks and Recreation.

(b) Company Information: Duval Ford, Palmetto Ford Truck Sales, Inc., Alan Jay Fleet Sales.

(c) Contract Number and Title: FSA16-VEL24.0 / Police Rated, Administrative, Utility Vehicles, Trucks & Vans.

(d) Length of Contract: One (1) year from October 1, 2016 to September 30, 2017.

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

Environmental Services Department

One (1) new 2017 Ford Escape 4x4, 4-Door Utility Vehicle, FSA Spec #29.

Two (2) new 2017 Ford F-150 4x2, Reg. Cab ½ Ton Pickup Truck, FSA Spec #49

Two (2) new 2017 Ford F-150 4x4, Reg. Cab ½ Ton Pickup Truck, FSA Spec #50.

One (1) new 2017 Ford F-250 4x2, Reg. Cab ¾ Ton Pickup Truck, FSA Spec #55.

One (1) new 2017 Ford F-250 4x4, Reg. Cab ¾ Ton Pickup Truck, FSA Spec 56.

Parks and Recreation Department

One (1) new 2017 Nissan Frontier 4x2, King Cab SV Pickup Truck, FSA Spec #45.

2 – ACTION TO BE TAKEN

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

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



DUVAL
State Employee
Contract Pricing

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to
www.duvalford.com

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT HEATHER WOODING 352-241-0178 HWOODING@CLERMONTFL.ORG		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	10/18/16
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 <i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract # FSA16- VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 29	2017 FORD ESCAPE 4-DOOR UTILITY VEHICLES - 4X4 OR AWD U9G	\$ 20,748.00
0	200A	SE TRIM PACKAGE	NC
0	99D	1.5L ECOBOOST ENGINE WITH AUTO START-STOP TECHNOLOGY	STD
0	STD	LIMITED SLIP DIFFERENTIAL	STD
0	STD	POWER WINDOWS/ DOOR LOCKS	STD
0	STD	BACK UP CAMERA- FACTORY	STD
0	85T	CARGO AREA COVER	\$ 134.00
0	50C	HEAVY DUTY FLOOR MATS	\$ 74.00
0	INCL	PRIVACY GLASS- FACTORY	STD
0	942	DAYTIME RUNNING LIGHTS	\$ 44.00
	TEMP	TEMPORARY TAG	\$ 6.00
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	KB	INTERIOR: CHARCOAL BLACK CLOTH	STD
0			
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 21,006.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 21,006.00



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State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

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www.duvalford.com

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT HEATHER WOODING 352-241-0178 HWOODING@CLERMONTFL.ORG		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 CENTRAL	10/18/16
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 <i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract # FSA16- VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 50	2017 F-150 1/2 TON REG CAB PICKUP TRUCK - 4X4 (F1E)	\$ 21,407.00
0	100A	XL TRIM PACKAGE	NC
0	998	3.5L V6 TI-VCT WITH FLEX-FUEL	NC
0	141	141" WHEEL BASE 6.5' BED	NC
0	XL9	3.55 ELECTRIC LOCKING AXLE RATIO	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	STD
0	85H	BACKUP ALARM	\$ 124.00
0	96W	SPRAY IN BEDLINER- RHINO	\$ 494.00
0	TAG	TEMPORARY TAG	\$ 6.00
0			
0	YZ	EXTERIOR: OXFORD WHITE	NC
0	AG	INTERIOR: GRAY VINYL INTERIOR 40/20/40	STD
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 22,031.00
TOTAL QUANTITY			2
TOTAL PURCHASE			\$ 44,062.00



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www.duvalford.com

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT HEATHER WOODING 352-241-0178 HWOODING@CLERMONTFL.ORG		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 CENTRAL	10/18/16
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract # FSA16- VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC 55	2017 FORD F-250 3/4 TON PICKUP TRUCK - 4X2 (F2A)	\$ 20,308.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	NC
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	RSB C2	READING SERVICE BODY- ALUMINUM BODY	\$ 5,875.00
0	LINX SB	SPRAY IN BEDLINER TO INCLUDE TOP BOXES AND BUMPER	\$ 955.00
0	31B.31V	SHIP THROUGH TO INCLUDE MSO, CERTIFICATION, WEIGHT SLIP AND DEALER PDI	\$ 543.00
0	76C	BACK UP ALARM	\$ 139.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	STD
0		VINYL FLOOR	STD
0			
0	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies: \$135	\$ -
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 28,095.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 28,095.00



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State Employee
Contract Pricing

State Employees, as well as County and City Employees and their immediate families, can now get their new Ford car, truck or SUV at **COST** using State Employee Contract Pricing.

CALL: (800) 646-0584 or go to
www.duvalford.com

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT HEATHER WOODING 352-241-0178 HWOODING@CLERMONTFL.ORG		Duval Ford Fleet Sales Bambi Darr (Work) 904-388-2144 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210 CENTRAL	10/18/16
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
 I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract # FSA16- VEL24.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC 56	2017 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X4 (F2B)	\$ 23,114.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	STD	MANUAL WINDOWS/ DOOR LOCKS	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	RSB C2	READING SERVICE BODY- ALUMINUM BODY	\$ 5,875.00
0	LINX SB	SPRAY IN BEDLINER TO INCLUDE TOP BOXES AND BUMPER	\$ 955.00
0	31B.31V	SHIP THROUGH TO INCLUDE MSO, CERTIFICATION, WEIGHT SLIP AND DEALER PDI	\$ 543.00
0	76C	BACK UP ALARM	\$ 139.00
0	TEMP	TEMPORARY TAG	\$ 6.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	STD
0		VINYL FLOOR	STD
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 30,901.00
TOTAL QUANTITY 1			TOTAL PURCHASE \$ 30,901.00

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

Contract # FSA16-VEL-24

[illegible]



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

Quote

PHONE (800) ALANJAY (252-6529)		DIRECT 863-402-4234	WWW.ALANJAY.COM	8032-1
Corporate Office	2003 U.S. 27 South Sebring, FL 33870	MOBILE 863-991-4693	Mailing Address	P.O. BOX 9200 Sebring, FL 33871-9200
		FAX 863-402-4221		

ORIGINAL QUOTE DATE
10/4/2016

QUICK QUOTE SHEET

REVISED QUOTE DATE
10/4/2016

REQUESTING AGENCY	CLERMONT, CITY OF	EMAIL	CDUDECK@CLERMONTFL.ORG
CONTACT PERSON	CHRIS DUDECK	PHONE	352-708-5997
		MOBILE	
		FAX	

NATIONAL JOINT POWERS ALLIANCE BID # 2017-102811

www.NationalAutoFleetGroup.com

MODEL	31317	MSRP	\$24,030.00
2017 NISSAN FRONTIER KING CAB SV 2WD			
CUSTOMER ID		NJPA PRICE	\$19,369.00
BED LENGTH	6' BED		

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

FACTORY OPTIONS	DESCRIPTION	
QAK C	EXTERIOR COLOR GLACIER WHITE W/ BEIGE CLOTH INTERIOR	\$0.00
A92	PLASTIC UNDER THE RAIL BED LINER	\$355.00
		FACTORY OPTIONS \$355.00
CONTRACT OPTIONS	DESCRIPTION	
3KR	3RD KEY AND REMOTE	\$275.00
WTF 2	WEATHER TECH FLOOR LINER SYSTEM (1ST & 2ND ROWS).	\$229.00
BUC RV	BACK UP CAMERA WITH REAR VIEW MIRROR INTEGRATED MONITOR	\$505.45
ATB-LP-18	Dealer Provided HD Aluminum Diamond Plate Low Pro Tool Box 18" Depth.	\$389.00
L-SPOT	DEALER INSTALLED LEFT HAND SPOT LAMP	\$500.00
TEMP	TEMPORARY TAG	\$45.25
EWD	EXTENDED WARRANTY DECLINED	\$0.00
		CONTRACT OPTIONS \$1,943.70

TRADE IN

TOTAL COST \$21,667.70

YES WE TAKE TRADE INS ASK ABOUT MUNICIPAL FINANCING \$0.00

TOTAL COST LESS TRADE IN(S) QTY 1 \$21,667.70

Estimated Monthly payments for 60 months paid in advance: \$397.72

Municipal finance for any essential use vehicle, requires lender approval, WAC.

Comments

VEHICLE QUOTED BY Scott Wilson FLEET SALES MANAGER scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, October 25, 2016								
Agenda Item Name								
Vehicle Purchase								
Requested Action								
Recommend to approve a piggyback contract from the Florida Sheriffs Association contract number FSA16-VEL14.0 to purchase budgeted sanitation vehicles.								
Staff Report								
The Purchasing Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1710-002 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract FSA16-VEL14.0. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.								
Additional Analysis								
Fiscal Impact Summary								
The fiscal impact of \$479,198 is included in the current year approved budget.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>RFI 1710-002</td><td>RFI 1710-002.pdf</td></tr><tr><td>2.</td><td>Sanitation Vehicles Quote</td><td>Sanitation Vehicles.pdf</td></tr></table>			1.	RFI 1710-002	RFI 1710-002.pdf	2.	Sanitation Vehicles Quote	Sanitation Vehicles.pdf
1.	RFI 1710-002	RFI 1710-002.pdf						
2.	Sanitation Vehicles Quote	Sanitation Vehicles.pdf						



REQUEST FOR INFORMATION

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

CONTACT INFORMATION: Freddy L. Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1710-002	ISSUED DATE: October 14, 2016
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 24, 2016 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services

(b) Company Information: Duval Ford, Palmetto Ford Truck Sales, Inc.,

(c) Contract Number and Title: FSA16-VEL14.0 / Cab & Chasis Trucks and Other Fleet Equipment.

(d) Length of Contract: One (1) year from October 1, 2016 to September 30, 2017.

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

One (1) new 2017 Isuzu NF154 Crane Truck

One (1) new 2017 Mini Rear Loader

One (1) new 2017 Side Loader Refuse Truck

One (1) new 2017 Delivery Box Truck

2 – ACTION TO BE TAKEN

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

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

Palmetto Ford Truck Sales, Inc.

7245 NW 36 Street Miami, Florida 33166

305-470-1334 / 305-470-1344 fax / 305-972-7133 cell

croders@palmettotruck.com

FLORIDA SHERIFFS ASSOCIATION PRICE SHEET

Bid / Contract #: FSA16-VEH14.0

Purchaser: CITY OF CLERMONT

Address: 685 W. MONTROSE ST.

City: CLERMONT, FL. 34711

Date: 10/07/16

Phone: 352-394-4081

Attn: JOHN CARTER

352-241-0178

jcarter@clermontfl.org

Base Model:	SPEC 12 - 2017 F750 (F7D)	Price:	\$47,854.00
Inc.	AM/FM RADIO, AIR CONDITIONING		
Exterior Color:	WHITE		
Interior Color and Covering:	GREY / VINYL		
Estimated Order to Delivery:	145 DAYS		

Option #	99E33K - 99E33K 33,000 GVWR PACKAGE	Price:	\$4,300.00
Option #	99E - FORD 6.7 POWER STROKE V8 300HP / 700 LB-FT TORQUE	Price:	\$0.00
Option #	44G - FORD TORQSHIFT HD 6-SPEED AUTOMATIC W/DOUBLE OD	Price:	\$0.00
Option #	41A - TRANSMISSION POWER TAKE OFF PROVISION	Price:	\$0.00
Option #	643 - 22.5X8.25 10 HOLE STEEL WHEELS - FRONT	Price:	\$0.00
Option #	663 - 22.5X8.25 10 HOLE STEEL WHEELS - REAR	Price:	\$0.00
Option #	11R22,5 H RATED TIRES	Price:	\$0.00
Option #	67C - AIR BRAKES	Price:	\$0.00
Option #	60A - SYNTHETIC FRONT AXLE LUBE	Price:	\$0.00
Option #	607 - SYNTHETIC REAR AXLE LUBE	Price:	\$0.00
Option #	43P - 12,000 LB FRONT AXLE	Price:	\$0.00
Option #	475 - 21,000 LB SINGLE REDUCTION REAR AXLE - OPEN	Price:	\$0.00
Option #	68R - 23,000 LB REAR SUSPENSION	Price:	\$0.00
Option #	X5D - 5.57 RATIO	Price:	\$0.00
Option #	539 - SINGLE CHANNEL 20.11SM 120,000 PSI STRAIGHT "C" FRAME	Price:	\$0.00
Option #	600A - PREFERRED EQUIPMENT PACKAGE	Price:	\$0.00
Option #	65A - 50 GALLON ALUMINUM FUEL TANK	Price:	\$0.00
Option #	88A - 30/0/30 FIXED DRIVER, FIXED SINGLE PASSENGER SEAT	Price:	\$0.00
Option #	WITH CENTER CONSOLE	Price:	\$0.00
Option #	62D - AIR DRYER	Price:	\$455.00
Option #	90P - POWER WINDOWS / DOOR LOCKS	Price:	\$465.00
Option #	3K - THIRD KEY	Price:	\$20.00
Option #	SL - SPRAY LINER CARGO AREA AND TOP OF UTILITY BODY	Price:	\$1,350.00
Option #	59A - AIR HORN	Price:	\$85.00
Option #	SK - SAFETY KIT, FIRE EXTINGUISHER % TRIANGLES	Price:	\$195.00
Option #	15S - FRONT STABILIZER BAR	Price:	\$485.00
Option #	961 - REAR SHOCK ABSORBERS	Price:	\$160.00
Option #	TTEB - TRAILER TOWING PACKAGE FOR ELECTRIC BRAKE TRAILER	Price:	\$1,625.00
Option #	NLBR - SPECIAL BODY REQUEST AS PER ATTACHED SPECS	Price:	\$76,620.00
Option #	17M - BACK UP ALARM	Price:	\$105.00
Option #	TEMPT - TEMPORARY (30 DAY) TAG	Price:	\$25.00

Total Price of Base Unit and all Selected Options: \$133,744.00

KNAP L0729-16

Knapheide KMT2-11 Crane Body

Knapheide 6132DLHH-66KJ 11 ft crane body with torq-isolator crane support system. A-40 galvanneal compartments and doors, 3/16" treadplate floor

and 1/8" treadplate compartment tops and backs, full-seam continuously welded. 12 gauge bottom and end panels of compartments and double panel 14

gauge outside panels and hat section reinforced doors. Exclusive 12 stage K-coat protection includes 12 stages of cleaning, pre-treat, electrodeposition

prime coat, rinse, and curing. (6) recessed cargo tie-downs in floor – 6,000# capacity, (2) heavy duty aluminum grab handles, and LED stop/tail/turn

lights, clearance lights, & backup lights. 24" work surface bumper with thru compartment, vise plate, (pintle not included). (2) grip strut flex steps, (1)

each side of rear tailshelf. 16" high double panel slam tailgate with center latch and flat space for tailgate graphics.

KnapLiner: Commercial grade spray-on bed liner applied to floor, sides, tailgate, compartment tops, and rear bumper

Trim Kit: Full height aluminum rock guards installed on front end panels and tailgate

Stellar 12630 Crane - 66,000 ft-lbs, has 12,000lbs capacity, 30' hydraulic reach, planetary winch 55'/min speed, and double-acting cylinders w/integral holding valves. Filters, crane hook, snatch block, anti-two block device & hydraulic shutdown, 7/16" cable, boom support, wireless remote control (RF) with backup pendant control, control panel, PTO, hydraulic pump for crane, and hydraulic reservoir with guard

Hydraulic Air Compressor: Boss 35 CFM rotary screw hydraulic air compressor with Reelcraft 50'x1/2" hose reel and roller fairlead through the right

rear compartment. FLR system installed in right rear vertical

Welder Bracket: Welder mounting plate installed on the street side compartment top at rear

Side Compartments: 60" high side packs with stainless 3-pt T-handles

1st Vertical Side Compartment: 7 drawer unit with 3-3" high drawers, 3-5" high drawers, and 1-7" high drawer (street side) / Gas bottle retainer (2 bottles), vented top & bottom; Full height vertical partition with 3 adjustable shelves (curbside)

2nd Vertical Side Compartment 2 adjustable dividers shelves with 4 dividers each (street & curbside)

Orlando Freightliner
2455 S. Orange Blossom Trail
Apopka Fl. 32703
407-295-3846 ext 122
bscharpnick@orlandofreightliner.com

To: Brian/City of Clermont

Regarding FSA16-VEH14.0

**Orlando Freightliner is pleased to quote the following
Freightliner M2 via the Florida Sheriff's Association
Bid FSA16-VEH14.0**

Spec #012	\$39,720.00
37000GVW	\$28,632.00
TL3 1824	\$64,482.00

Dealer add options	
Upgrade to Hardox 2030 body	\$31,026.00
Stand up right hand drive	\$19,375.00

Total	\$183,235.00
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Bob Scharpnick
Municipal/Fleet Sales
Orlando Freightliner
Isuzu Truck of Ocala

**Isuzu Truck of Ocala
3950 W Hwy 326
Ocala Fl. 34482
407-295-3846 ext 122
bscharpnick@orlandofreightliner.com**

To: Brian/City of Clermont

Regarding FSA16-VEH14.0

**Isuzu Truck of Ocala is pleased to quote the following 2016
Isuzu NRR via the Florida Sheriff's Association
Bid FSA16-VEH14.0**

Spec #06	\$36,799.00
NU154 NRR	\$ 6,543.00
NPR NF254	\$ 331.00
14 FLAT	\$11,450.00
WALTCO	\$ 4,980.00

DEALER ADD ON

UPGRADE TO 2500# RAILGATE	\$ 900.00
COMPARTMENTS AND HEADBOARD	\$ 2,460.00
E-TRACK	\$ 390.00
42" WIDE PALLET GATES (2)	\$ 185.00

Total	\$64,038.00
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**Bob Scharpnick
Municipal/Fleet Sales
Orlando Freightliner
Isuzu Truck of Ocala**

**Isuzu Truck of Ocala
3950 W Hwy 326
Ocala Fl. 34482
407-295-3846 ext 122
bscharpnick@orlandofreightliner.com**

To: Brian/City of Clermont

Regarding FSA16-VEH14.0

**Isuzu Truck of Ocala is pleased to quote the following 2016
Isuzu NRR via the Florida Sheriff's Association
Bid FSA16-VEH14.0**

Spec #06	\$36,799.00
NU154 NRR	\$ 6,543.00
NPR NF254	\$ 331.00
Quantum	\$54,508.00

Total	\$98,181.00
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**Bob Scharpnick
Municipal/Fleet Sales
Orlando Freightliner
Isuzu Truck of Ocala**



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Purchase Approval		
Requested Action		
Recommend to approve the purchase approval of engineering services for the East Side Water Reclamation Facility Dewatering Improvements to upgrade the belt press in the amount of \$97,023.00.		
Staff Report		
Environmental Services is expanding the East Side Water Reclamation Facility and is starting with dewatering improvements of the belt press and it's upgrades.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount of \$97,023 for the East Side Water Reclamation Facility Dewatering Improvements is included in the approved FY16/17 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$97,023.00	44535-66201-35114 Wastewater Treatment Facility Expansion	\$1,000,000.00
Exhibits Attached (copies of original agreements)		
1. East Side Water Reclamation Facility Dewatering Improvements Clermont EWRF Dewatering Proposal.pdf		



September 9, 2016

Mr. Paul Roy
Environmental Services Director
City of Clermont
3335 Hancock Rd.
Clermont, FL 34711

**Subject: City of Clermont
Professional Engineering Services Proposal for the
East Side Water Reclamation Facility Dewatering Improvements**

Tt # 200BP Gen/Clermont

Dear Mr. Roy:

Tetra Tech is pleased to furnish this proposal for professional engineering services to complete the dewatering improvements at the East Side Water Reclamation Facility. A detailed scope of services, compensation summary, and project implementation schedule are attached.

We look forward to serving the City of Clermont on this project. If you should have any questions, please do not hesitate to contact me at 407-839-3955.

Very truly yours,

Approval:

Tetra Tech

City of Clermont

A handwritten signature in blue ink, appearing to read 'Jon D. Fox'.

Jon D. Fox, P.E.
Vice President

By: _____
Typed Name: Gail L. Ash, Mayor

Attachments

Date: _____

BAF/ab/EWRF Dewatering/Roy090916

C: Brian A. Foulkes, P.E., Tetra Tech

Tetra Tech

201 E. Pine Street, Suite 1000, Orlando, FL 32801
Tel 407.839.3955 Fax 407.839.3790 www.tetrattech.com

ATTACHMENT A
SCOPE OF SERVICES
CITY OF CLERMONT, FLORIDA
EAST SIDE WATER RECLAMATION FACILITY
DEWATERING IMPROVEMENTS

I. PROJECT DESCRIPTION

The City of Clermont (City) owns and operates the East Side Water Reclamation Facility (EWRF) located at 3335 Hancock Road. The facility has a Florida Department of Environmental Protection (FDEP) rated capacity of 4.0 MGD annual average daily flow (AADF) and is considered a Category II, Class B facility. The EWRF is an activated sludge plant consisting of influent screening, grit removal, splitter box, pre-anoxic basin, aeration, secondary clarification, chemical feed, filtration, and chlorination with an aerated sludge holding tank and dewatering of biosolids. The existing sludge dewatering facilities include a 1.5 M belt filter press and cake pump. The dewatering building was sized to accommodate an additional belt filter press.

The City is interested in expanding the EWRFs dewatering capacity through the addition of a 2.0 M belt filter press in the existing dewatering building. The improvements will also include an open prefabricated metal building to house the biosolids trailer. This proposal is for professional engineering services associated with a design, bidding, and construction management of the EWRF Dewatering improvements.

The tasks to be completed for this project are further described herein and will be performed in accordance with the City/Tetra Tech Continuing Contract and Agreement for Professional Engineering Services for Public Works Projects dated December 9, 2014.

II. SCOPE OF SERVICES

Tetra Tech shall provide professional engineering services necessary for design, permitting, bidding and construction of the proposed EWRF Dewatering Improvements. Services included are described in the tasks below.

A. Final Design

The final design will result in preparation of the bid documents, engineering drawings and specifications, which will be submitted to the City for review at 60-, 90- and 100-percent completion levels. Three (3) sets of drawings and specifications will be provided to the City for each review. A review meeting will be held with City following each submission. To ensure proper design of the facilities, Tetra Tech will obtain approval from the City for any substantial changes in the preliminary design prior to incorporation in the final design. Tasks to be completed during this phase are summarized below:

1. Attend a kick-off meeting/site visit with City Staff to finalize concepts.
2. Provide a limited topographic and horizontal survey in sufficient detail to facilitate the design of the contemplated improvements. The location of underground facilities will be based on record drawings and discussions with City Staff. Soft-digs are not included under this scope.

3. Review operating data and discuss desired dewatering capacity to ascertain component sizes for final design.
4. Collect and review cut sheets and technical data for the dewatering, cake pump, polymer system, dewatering components, wash water pump, and control panel.
5. Perform hydraulic calculations of the sludge feed pump(s) that will transfer sludge from the holding tank to the dewatering system.
6. Evaluate the wash water supply piping and identify any improvements needed to accommodate the proposed and future dewatering facilities.
7. Estimate filtrate and wash water flows and identify process drain improvements needed for the proposed dewatering equipment.
8. Perform load calculations and identify electrical improvements needed to accommodate the proposed equipment. It is anticipated that existing panels can be used to provide power to the proposed facilities and that improvements to the primary feeders, new transformers, or new switchboards will not be needed.
9. Prepare a comprehensive project manual that contains bidding, contractual documents and technical specifications for competitive bidding. The project manual and its contents will be formatted in accordance with the Construction Specification Institute (CSI).
10. A preliminary list of drawings is presented below:

General

Cover Sheet and Drawing Index
Location Map, General Notes
Legend and Abbreviations
Partial Process Flow Schematic

Civil

Site, Grading and Geometry Plan
Partial Yard Piping Plan
Miscellaneous Yard Piping Details (2 Sheets)

Structural

Structural General Notes
Dewatering Building Modifications
New Building – Plan
New Building – Sections & Details
Miscellaneous Structural Details

Process/Mechanical

Dewatering Building Modifications – Plan
Dewatering Building Modifications – Sections
Dewatering Building Modifications – Details
Mechanical Details (2 Sheets)

Electrical

Electrical Symbols and Notes
Site Power Plan
Dewatering Building & New Building Electrical Plan
Single Line Diagrams
Wiring Details
Conduit & Cable Schedules
Electrical Details (2 Sheets)

Instrumentation & Controls

Symbols & Abbreviations
Process & Instrumentation Diagram
Control Panel & I/O Layout (2 Sheets)

11. Cost estimates will be included with the 90% and 100% submittals.

B. Permitting

Tetra Tech will prepare and submit the following permit applications and supporting documentation to obtain regulatory permits for construction and operation the proposed facilities. Tetra Tech will also respond to requests for additional information (RAIs) from permitting agencies to clarify the original applications. All permit application fees will be paid by the City.

1. Complete FDEP Permit Application Form 62-620.910(11) for the proposed improvements as a "Minor Modification" to the existing facilities and respond to RAIs.
2. Provide supporting documentation to the selected contractor to support an application for a building permit from the City.

C. Bidding Assistance Services

Upon advertisement of the project by the City, Tetra Tech will assist the City with bidding of the project and will complete the following tasks.

1. Provide electronic copies of the bid documents for City to issue.
2. Attend one (1) pre-bid conference and one (1) site visits with prospective bidders.
3. Prepare and issue addenda, as approved by the City, containing clarifications or technical revisions that become apparent during bidding.
4. Review and tabulate bids, evaluate the low bidder's qualifications, and make recommendations regarding award of the contract.
5. Conform the construction documents at the end of the bidding phase to reflect any changes to the project design, construction drawings or specifications caused by addenda to bid packages or changes initiated by the City.

D. Construction Administration Services

During the construction phase of the project, Tetra Tech will perform the following tasks.

1. Prepare for and attend at one (1) preconstruction meeting.
2. Attend five (5) periodic progress meetings and observe progress of the construction after the meetings. Limited meetings are anticipated due to the fact that lead times for equipment will consume the bulk of the contract time.
3. Review shop drawings to determine conformance with the design concepts of the project and compliance with the requirements provided in the contract documents.
4. Review monthly applications for payment.
5. Review requests for information (RFIs), provide interpretation of construction documents, and issue written clarifications or interpretations.
6. After successful demonstration tests and upon written request by the contractor, conduct a substantial completion inspection of the Project with the City and distribute a punch list of observed deficiencies to be completed by the contractor prior to the final completion date. The project will be certified substantially complete only if the work is sufficiently complete in accordance with the contract documents, so that the work can be utilized for the purposes for which it is intended. Upon written request by the contractor, conduct a reinspection to confirm that substantial completion punch list items have been addressed and subsequently provide a substantial completion certification to City.
7. Upon written request by the contractor, conduct a final completion inspection of the Project with the City to determine if the project is finally complete and compile and distribute a punch list of items to be addressed. Upon written request by the contractor, conduct a reinspection to confirm that final completion punch list items have been addressed and subsequently provide a final completion certification to the City.
8. Prepare record drawings for the City's use from information provided by the contractor delineating the dimensions, location, and elevation of all facilities constructed. Provide the City with one (1) CD-ROM electronic file of record drawings in AutoCAD current release, one (1) set of reproducibles and three (3) sets of prints of the record drawings.
9. Prepare and submit certifications and required supporting documentation to regulatory agencies having jurisdiction.

III. COMPENSATION SUMMARY

The lump sum compensation for the Scope of Services described in Section II is summarized below. A detailed breakdown of the estimated compensation for the Scope of Services is presented in Attachment B.

Phase	Compensation
Final Design	\$60,255
Permitting	\$3,108
Bidding Assistance	\$7,048
Construction Administration	\$26,612
Total	\$97,023

IV. SCHEDULE

A detailed project schedule that addresses each activity is presented in below.

Phase	Task Duration (Months)	Task Completion (Months after NTP)
Final Design	4	4
Permitting	2	6
Bidding Assistance	1	7
Construction Administration	7	14

Attachment B		Labor Plan																						
EWRF Dewatering Improvements Fee Breakdown		17 Resource																						
Submitted to: City of Clermont		Proj Area >																						
Contract Type: Fixed Price																								
Project Phases / Tasks		Total Labor Hrs	Client Manager	Senior Project Manager	Project Manager	Process - Engineer II	Process - Engineering Designer I	Structural - Engineer V	Structural - Engineer IV	Structural - Engineering Designer I	Electrical - Engineer V	Electrical - Engineer II	Electrical - Engineering Designer I	Survey Manager	Survey Party Chief	Surveyor	Survey Technician	Senior Administrator	Senior Administrator	Labor	ODCs	Task Pricing Totals		
		794	4	15	120	152	122	3	31	42	7	98	70	4	10	10	12	22	72	96,023	1,000	97,023		
A. Final Design		493	4	8	55	84	94	3	20	40	3	70	60	4	10	10	12	16	-	59,255	1,000	60,255		
Kick-Off Meeting		6	2		2	2														1,020		1,020		
Limited Survey Update		36												4	10	10	12			3,538		3,538		
Equipment Selection		10			2	8														1,031		1,031		
Hydraulic calculations		10			2	8														1,031		1,031		
Estimate Costs		12			2	4						6								1,627		1,627		
General Sheets (4)		10			2		8													1,099		1,099		
Civil Sheets - Moderate Complexity (1)		12			6		6													1,573		1,573		
Civil Sheets - Low Complexity (2)		24			8		16													2,863		2,863		
Structural Calculations		6							6											835		835		
Structural Sheets - Low Complexity (3)		48							8	40										5,357		5,357		
Mechanical Sheets - Moderate Complexity (3)		72			8	24	40													7,252		7,252		
Mechanical Sheets - Low Complexity (2)		40			6	10	24													4,168		4,168		
Electrical Sheets - Moderate Complexity (3)		48										24	24							6,542		6,542		
Electrical Sheets - Low Complexity (3)		34										16	18							4,591		4,591		
Instrumentation Sheets - Low Complexity (2)		34										16	18							4,591		4,591		
Specifications		62			8	24			6			8						16		6,773		6,773		
Attend Review Meetings		15	2		9	4														2,360		2,360		
QA/QC & Coordination		14		8				3			3									3,006		3,006		
Other Direct Costs		-																			1,000		1,000	
C. Permitting		28	-	-	6	12	-	-	2	-	-	2	-	-	-	-	-	6	-	3,108	-	3,108		
Complete FDEP Application Form		8			2	4												2		838		838		
Respond to RAls		8			2	4												2		838		838		
Building Permit Assistance		12			2	4			2			2						2		1,432		1,432		
D. Bidding Services		58	-	-	12	6	12	-	3	2	4	1	2	-	-	-	-	-	16	7,048	-	7,048		
Pre-Bid Conference & Site Visits		6			6															999		999		
Furnish Documents		4																	4	397		397		
Prepare & Issue Addenda		18			4		4		2		4								4	2,497		2,497		
Evaluate Bid & Recommend Award		8			2	2													4	904		904		
Conform Documents		22				4	8		1	2		1	2						4	2,250		2,250		
E. Construction Administration Assistance		215	-	7	47	50	16	-	6	-	-	25	8	-	-	-	-	-	56	26,612	-	26,612		
Attend Preconstruction Meeting		6		3	3															1,204		1,204		
Periodic Site Visits (5)		20			8	6						6								2,800		2,800		
Review Shop Drawings		60		2	6	16			4			8							24	7,063		7,063		
Review Applications for Payment		24			4	16													4	2,458		2,458		
Respond to RFIs		40		2	16				2			4							16	5,630		5,630		
Substantial Completion Inspection		11			3							4							4	1,527		1,527		
Final Completion Inspection		6			3							3								972		972		
Prepare Record Drawings		34			2	8	16						8							3,482		3,482		
Prepare Certifications		14			2	4													8	1,476		1,476		
Totals		794	4	15	120	152	122	3	31	42	7	98	70	4	10	10	12	22	72	96,023	1,000	97,023		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Ordinance No. 2016-32 <i>Final Comprehensive Plan Amendment</i>		
Requested Action		
Recommend approval of Ordinance 2016-32.		
Staff Report		
This agenda item was tabled at the October 11, 2016 Council meeting at staff's request to allow additional time to receive the Florida Department of Economic Opportunity's review letter. 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. At the August 23, 2016 meeting, the Council approved transmittal of the proposed amendment to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies. DEO issued a letter October 12, 2016, stating that it had no objections to the amendment. Staff recommends approval of the adoption 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.		
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.	DEO letter	Clermont 16-4ESR No Comment letter.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 25, 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.

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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 25th 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 25, 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.

Rick Scott
GOVERNOR



Cissy Proctor
EXECUTIVE DIRECTOR

October 12, 2016

The Honorable Gail L. Ash
Mayor, City of Clermont
685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Clermont, Amendment No. 16-4ESR (CP-2016-32) which was received on September 12, 2016. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comments related to important state resources and facilities within the Department's authorized scope of review that will be adversely impacted by the amendment if adopted.

Pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City of Clermont. If other reviewing agencies provide comments, we recommend the City of Clermont consider appropriate changes to the amendment based on those comments. If unresolved, such reviewing agency comments could form the basis for a challenge to the amendment after adoption.

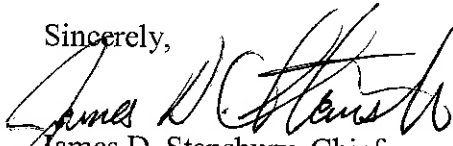
The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Dan Pennington, at (850) 717-8524, or by email at dan.pennington@deo.myflorida.com.

Sincerely,



James D. Stansbury, Chief
Bureau of Community Planning

JS/dp

Enclosure: Procedures for adoption of comprehensive plan amendments

cc: Barbara Hollerand, Development Services Director, City of Clermont
Hugh W. Harling, Jr., P.E., Executive Director, East Central Florida Regional Planning Council

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the Department of Economic Opportunity and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ Department of Economic Opportunity identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format**, clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the Department of Economic Opportunity notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the Department of Economic Opportunity or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the Department of Economic Opportunity.

_____ List of additional changes made in the adopted amendment that the Department of Economic Opportunity did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the Department of Economic Opportunity in response to the comment letter from the Department of Economic Opportunity.

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

Page 1 of 1

Meeting Date														
Tuesday, October 25, 2016														
Agenda Item Name														
Ordinance No. 2016-39 <i>Final</i> <i>Headquarter Mazda</i>														
Requested Action														
Recommend approval of Ordinance 2016-39.														
Staff Report														
This is an administrative request for a small-scale comprehensive plan amendment. The City annexed the subject parcel on August 9, 2016, as authorized by the utility agreement with the property owner. The utility agreement and encumbrance to annex was executed on June 8, 2015. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 5.15 acres, has been developed as an auto dealership, Headquarter Mazda. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate to the C-2 General Commercial zoning classification. Any future changes will require a conditional use permit. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City. <i>At the October 4, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table><tr><td>1.</td><td>Ordinance</td><td>CPA Ord. 2016-39.doc</td></tr><tr><td>2.</td><td>Map</td><td>Headquarter Mazda Map.pdf</td></tr><tr><td>3.</td><td>Minutes</td><td>P&Z Minutes.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA Mazda legal ad 1.docx</td></tr></table>			1.	Ordinance	CPA Ord. 2016-39.doc	2.	Map	Headquarter Mazda Map.pdf	3.	Minutes	P&Z Minutes.pdf	4.	Legal ad	CPA Mazda legal ad 1.docx
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4.	Legal ad	CPA Mazda legal ad 1.docx												

CITY OF CLERMONT
ORDINANCE No. 2016-39

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE SMALL 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 SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE SMALL SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

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

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

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A parcel of land located in the Section 25; T22, R26, Lake County, Florida, more particularly described as follows:

From the southeast corner of the northwest ¼ run north 01° 00' 01" east 569.70 feet for point of beginning, run north 89° 45' 47" west 313.69 feet, north 01° 00' 01" east 694.68 feet to south right-of-way line of SR 50, south 89° 45' 47" east 313.63 feet to east line of northwest ¼, south 01° 00' 01" west, 694.66 feet to point of beginning. ORB 4641 PG 2328

CITY OF CLERMONT
ORDINANCE No. 2016-39

Containing 5.15 acres +/-

(Alternate Key 2827068) south of State Road 50, approximately 950 feet east of Magnolia Pointe Boulevard; Headquarter Mazda

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

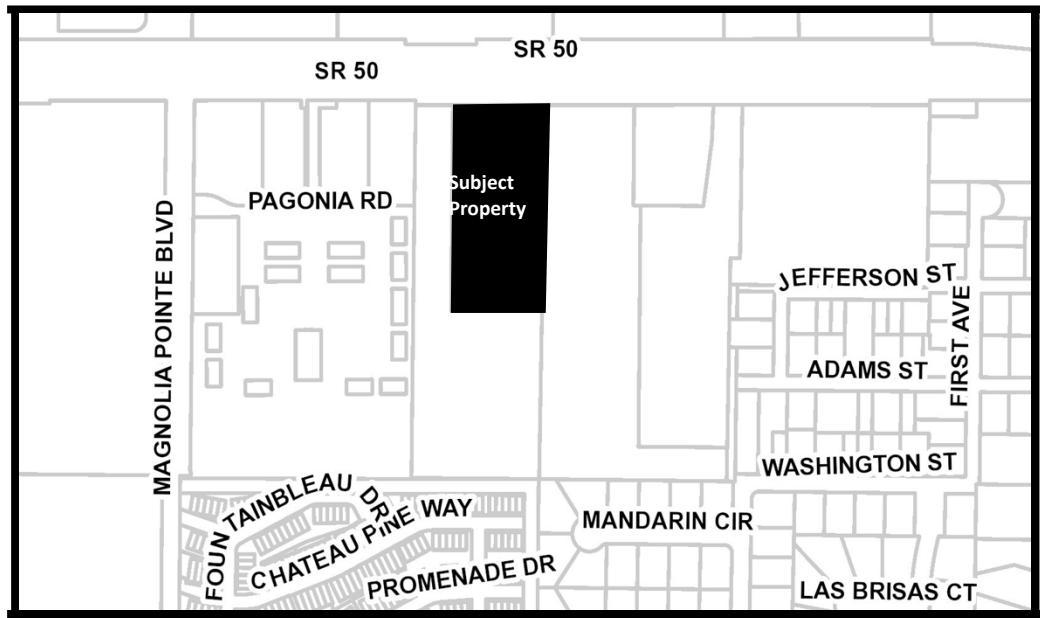
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2016-39

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-39

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of October, 2016.

Gail L. Ash, Mayor

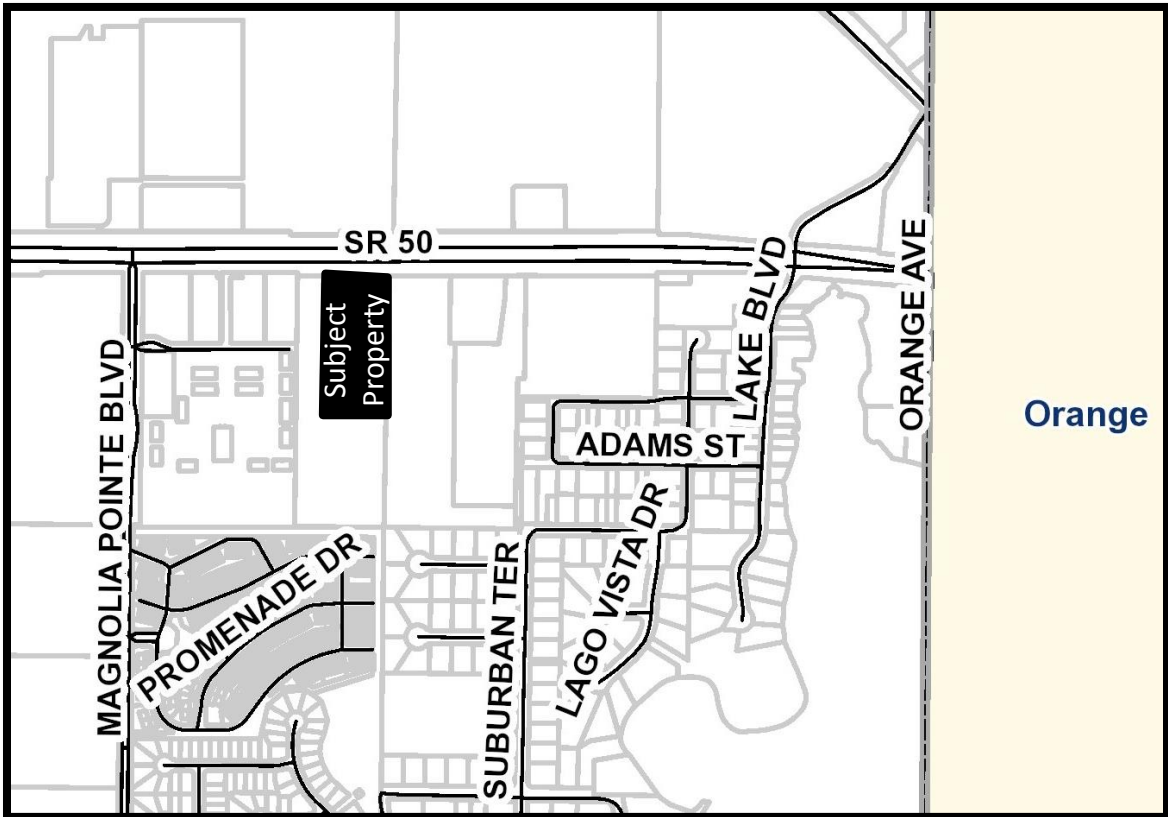
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Headquarter Mazda



Orange County

Exhibit – Future Land Use Map Headquarter Mazda

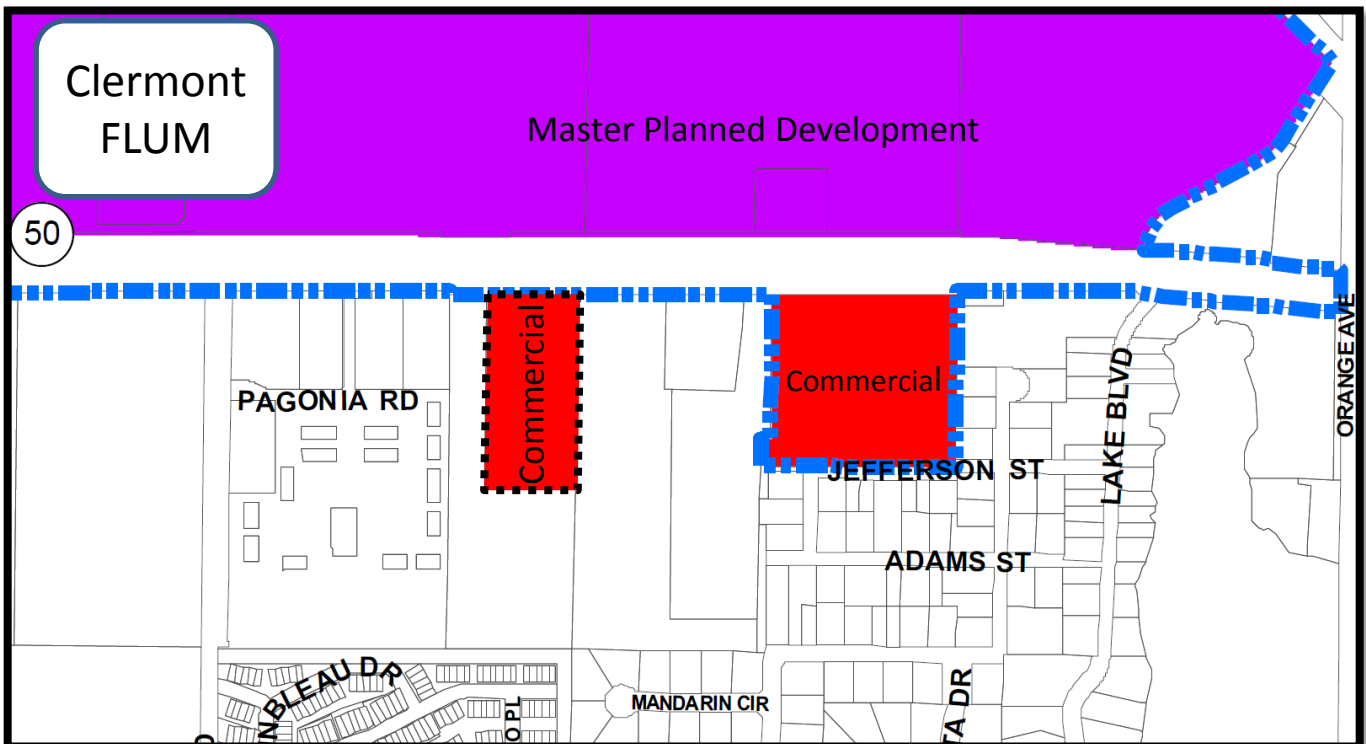
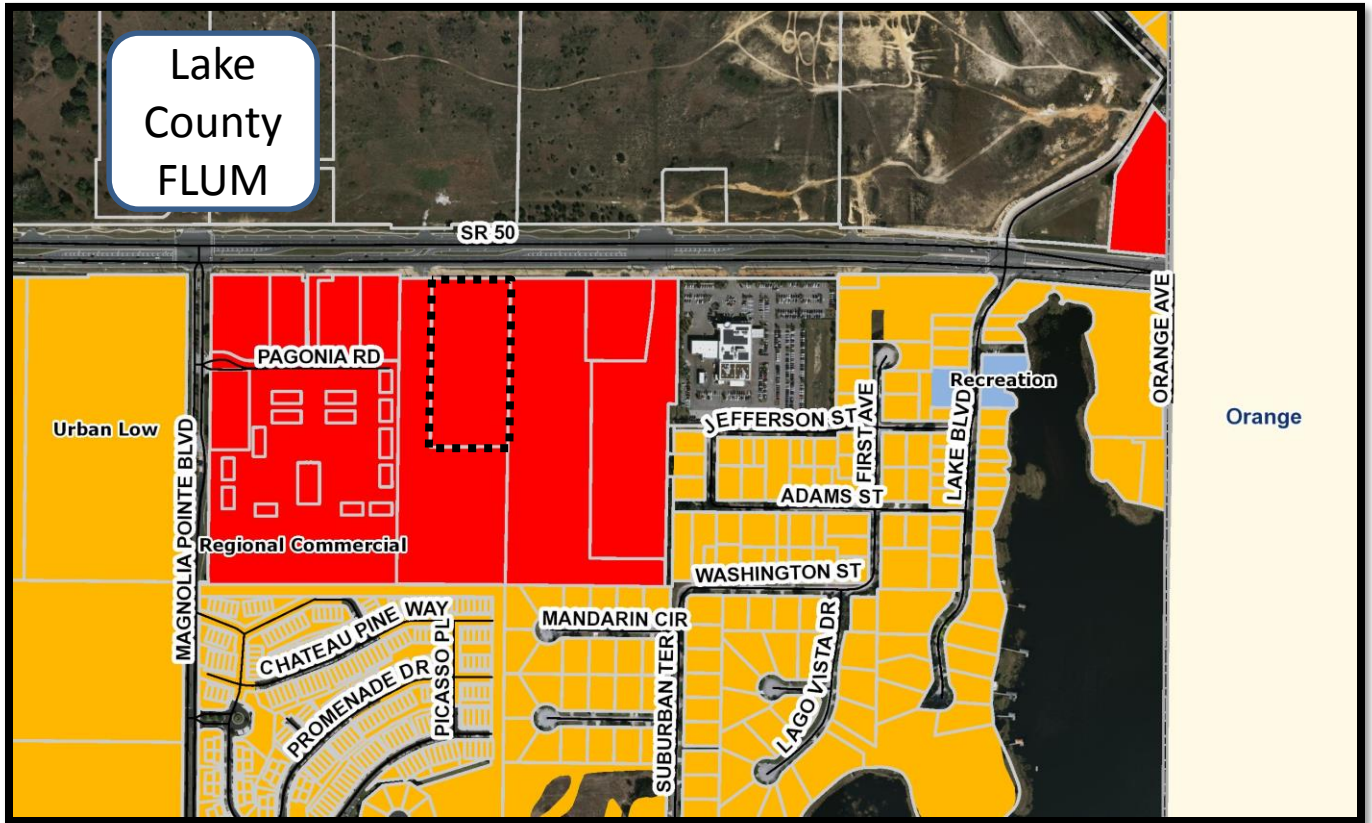
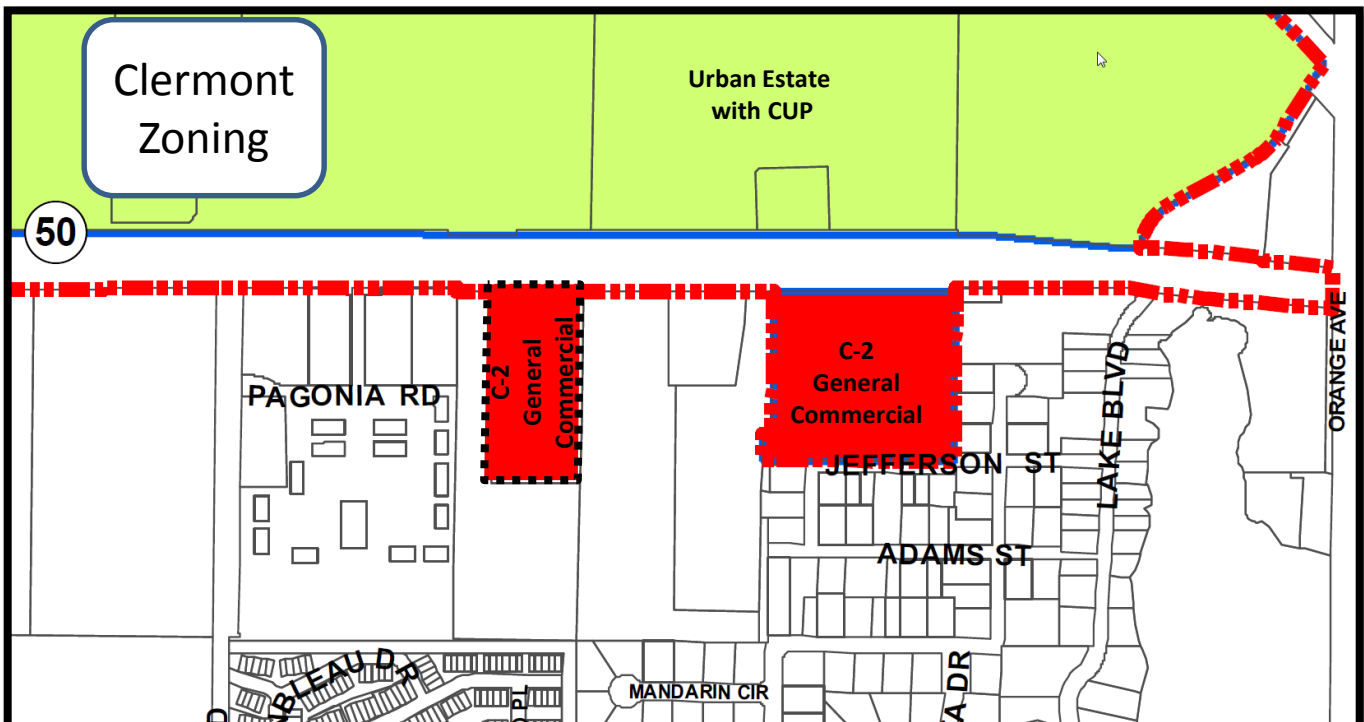
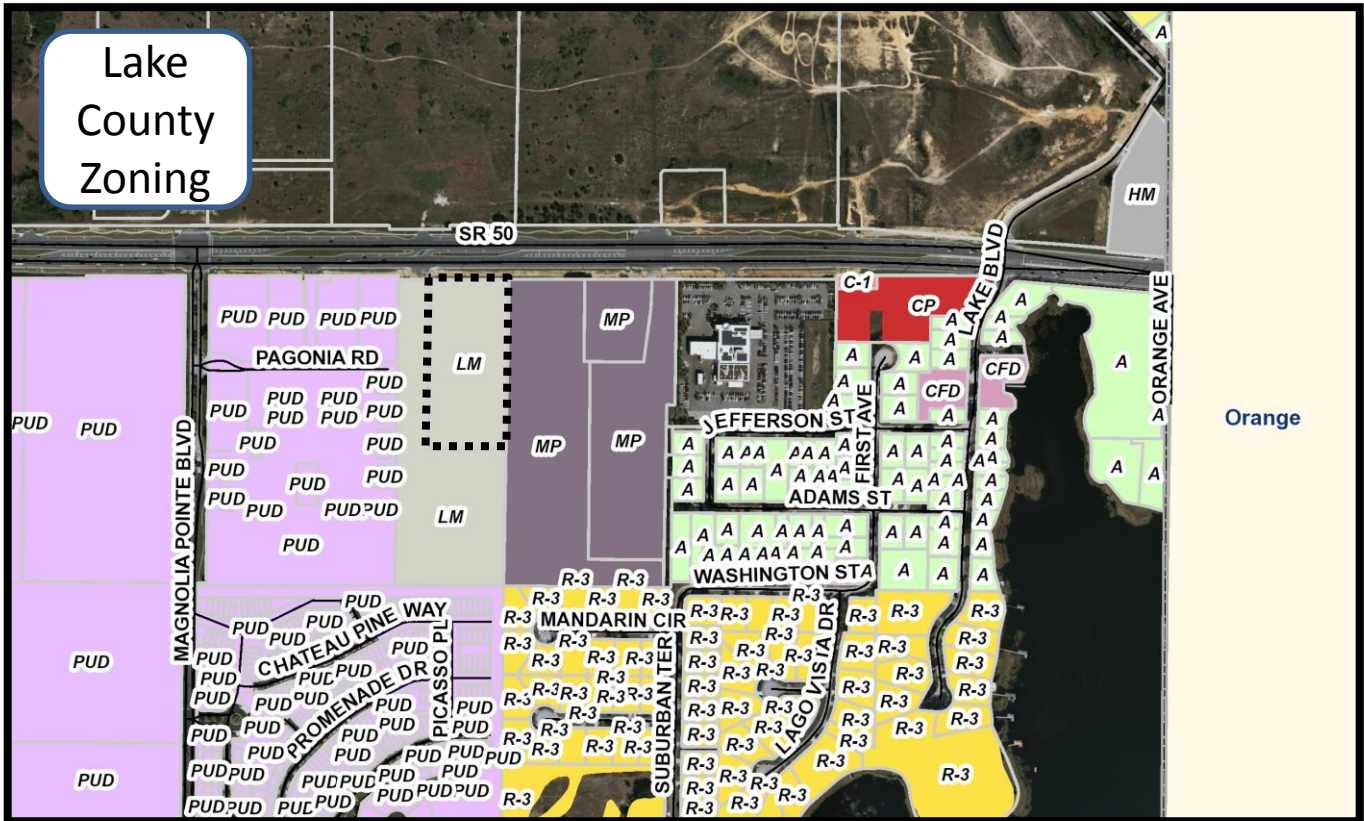


Exhibit – Zoning Map Headquarter Mazda



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
OCTOBER 4, 2016**

Page 2

home is not providing any permanent seating. Based upon the estimated capacity based on their floor plan, the funeral home can accommodate up to 80 people. If parking does become an issue, the applicant understands and agrees that the City may require additional parking or rescind the CUP. The applicant has indicated that business office hours will be from 10 am to 4 pm, with a majority of the viewings from 6 pm to 8 pm.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a funeral home in the C-1 Light Commercial zoning district with the conditions contained in Resolution 2016-41.

Tommy Hayes III, 23417 Oak Prairie Circle, Sorrento, stated that he concurs with staff's recommendation and is present to answer any questions.

Commissioner Whitehead moved to recommend approval of the conditional use permit; Commissioner Solis seconded. The vote was unanimous to recommend approval of the conditional use permit.

2. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Commercial to City of Clermont Commercial

PROJECT: Headquarter Mazda

3. REQUEST FOR REZONING

REQUEST: To change the zoning from Urban Estate to C-2 General Commercial.

PROJECT: Headquarter Mazda

Planning Manager Henschel presented the staff report as follows:

The City annexed the subject parcel on August 9, 2016, as authorized by the utility agreement with the property owner. The utility agreement and encumbrance to annex was executed on June 8, 2015. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 5.15 acres, has been developed as an auto dealership, Headquarter Mazda.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate to the C-2 General Commercial zoning classification. Any future changes will require a conditional use permit.

Staff recommends approval of the small-scale comprehensive plan amendment and rezoning.

**City of Clermont
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OCTOBER 4, 2016**

Page 3

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

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

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the maximum density in the Downtown Mixed Use future land use category

PROJECT: Density Comprehensive Plan Amendment

On March 23, 2015, the City Council approved the Downtown and Waterfront Master Plan. This started the progression toward enhancing, connecting and growing downtown and the waterfront area. The City is currently moving forward on Victory Pointe, the downtown regional stormwater system. This is the first step in promoting growth and redevelopment in downtown. The next step is to focus on the residential market in downtown. In order to sustain, grow and infuse new businesses, people are needed. This need was documented on page 6 of the Downtown and Waterfront Master Plan that characterized development in the downtown core to allow 25-40 residential units per acre. Currently, the City's maximum is 12 dwelling units per acre (du/a). Fewer than 650 people currently live in the Central Business District area.

In February 2016, a density study prepared for the City by UDP Consulting "test-fitted" three different density thresholds to understand what the possible development may yield. The three densities were 12 du/a, 25 du/a, and 40 du/a. It was noted that the existing 12 du/a has done very little to attract investment through redevelopment in downtown and a need to increase it was evident. The jump to 40 du/a may lead to new development, but addressing the associated parking onsite may be challenging, but not impossible to do. The study recommended the 25 du/a since the test-fit suggested that this is achievable without overburdening the City with parking requirements. It is important to note, however, that the "test-fit" scenarios included mixed-use development with retail on the first floor that generated more need for parking.

Staff researched other area cities to find out what range of density occurred in their downtown. The density ranged from 10 du/a up to 80 du/a. The higher-density allocations were usually constrained by parking requirements, maximum height, minimum square footage, or some other limiting factor. Staff reviewed two central Florida residential projects that were in the 35-40 du/a range. These projects were 3 to 4 stories in height, accommodated parking within the project area and had architectural features that complied with Clermont's code. They represented what may be developed in downtown Clermont based upon the current height limitations. The projects are "Osceola Brownstones" and "Eola South".

Staff believes that a density of up to 40 du/a, if properly planned and designed, can be sustained in downtown. If a mixed-use building or project is being proposed, then the density may be less than 40 du/a. The 40 du/a will provide developers with an opportunity to work within the

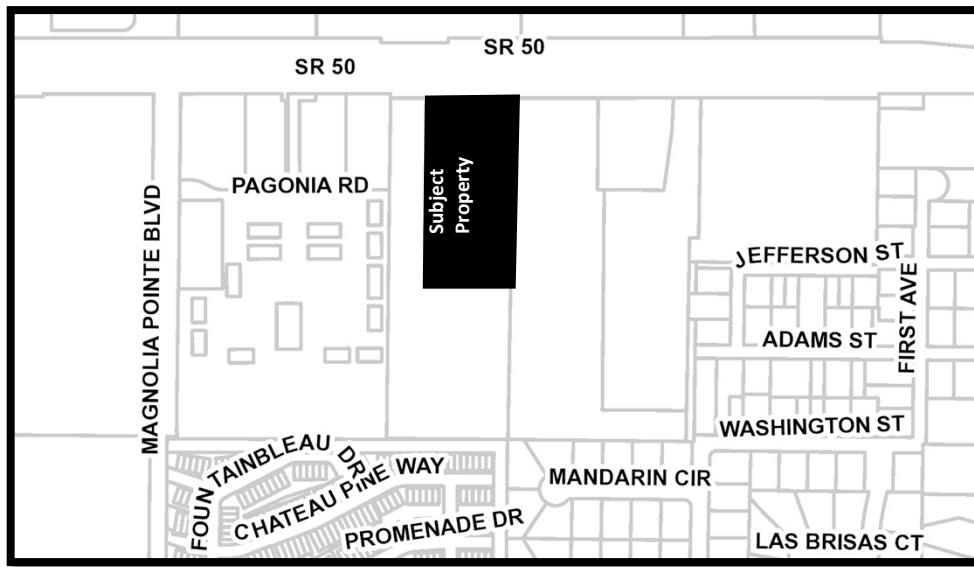
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2016-39

The City of Clermont will hold public hearings on Tuesday, October 4, 2016 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, October 11, 2016 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, October 25, 2016 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 5 +/-acre parcel below from Lake County Commercial to City of Clermont Commercial. Alternate Key 2827068.



Location:
Headquarter Mazda
17500 SR 50

Ordinance #2016-39:

An ordinance of the City of Clermont, Florida, adopting the small-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 small-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7302 if you have any questions.

The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 23 and October 11, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Ordinance No. 2016-41 <i>Final</i> <i>Headquarter Mazda</i>		
Requested Action		
Recommend approval of Ordinance 2016-41.		
Staff Report		
This administrative request is being heard concurrently with a request for a small-scale comprehensive plan amendment. The City annexed the subject parcel August 9, 2016 as authorized by the utility agreement with the property owner. The utility agreement and encumbrance to annex was executed on June 8, 2015. The property is improved and is receiving water and sewer services from the City. The property, approximately 5.15 acres, has been developed as an auto dealership, Headquarter Mazda. The proposed rezoning is from Urban Estate to C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial with the understanding that any future expansion, modifications, or changes would require a conditional use permit. <i>At the October 4, 2016 Planning and Zoning Commission meeting; Commissioner Cuqui Whitehead moved to recommend approval of the rezoning; 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	REZ ORD 2016-41.doc	
2. Maps	Headquarter Mazda Map.pdf	
3. Minutes	P&Z Minutes.pdf	
4. Legal ad	REZ Mazda legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2016-41

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

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

SECTION 1:

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

LEGAL DESCRIPTION

A parcel of land located in the Section 25; T22, R26, Lake County, Florida, more particularly described as follows:

From the southeast corner of the northwest $\frac{1}{4}$ run north 01° 00' 01" east 569.70 feet for point of beginning, run north 89° 45' 47" west 313.69 feet, north 01° 00' 01" east 694.68 feet to south right-of-way line of SR 50, south 89° 45' 47" east 313.63 feet to east line of northwest $\frac{1}{4}$, south 01° 00' 01" west, 694.66 feet to point of beginning. ORB 4641 PG 2328

Containing 5.15 acres +/-

(Alternate Key 2827068) south of State Road 50, approximately 950 feet east of Magnolia Pointe Boulevard; Headquarter Mazda

From: UE Urban Estate
To: C-2 General Commercial

SECTION 2:

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

SECTION 3:

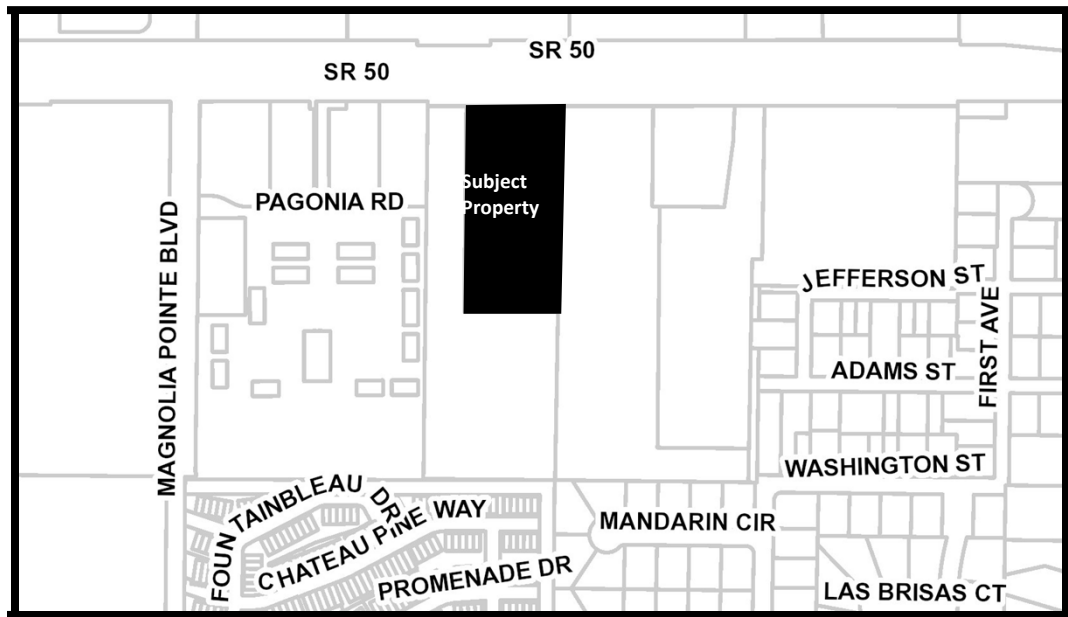
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

CITY OF CLERMONT
ORDINANCE No. 2016-41

SECTION 4:

The provisions of this Ordinance shall be effective as provided by law.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2016-41

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 25th 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

Exhibit - Location Map Headquarter Mazda

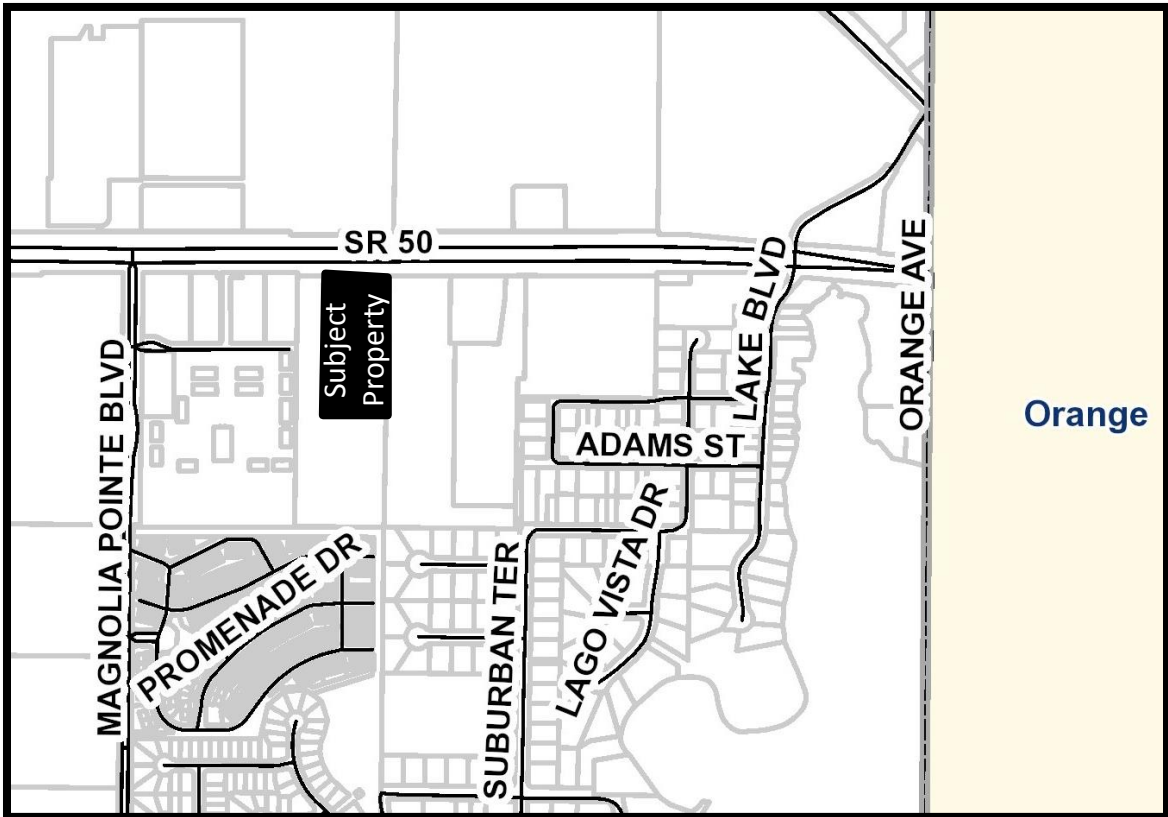


Exhibit – Future Land Use Map Headquarter Mazda

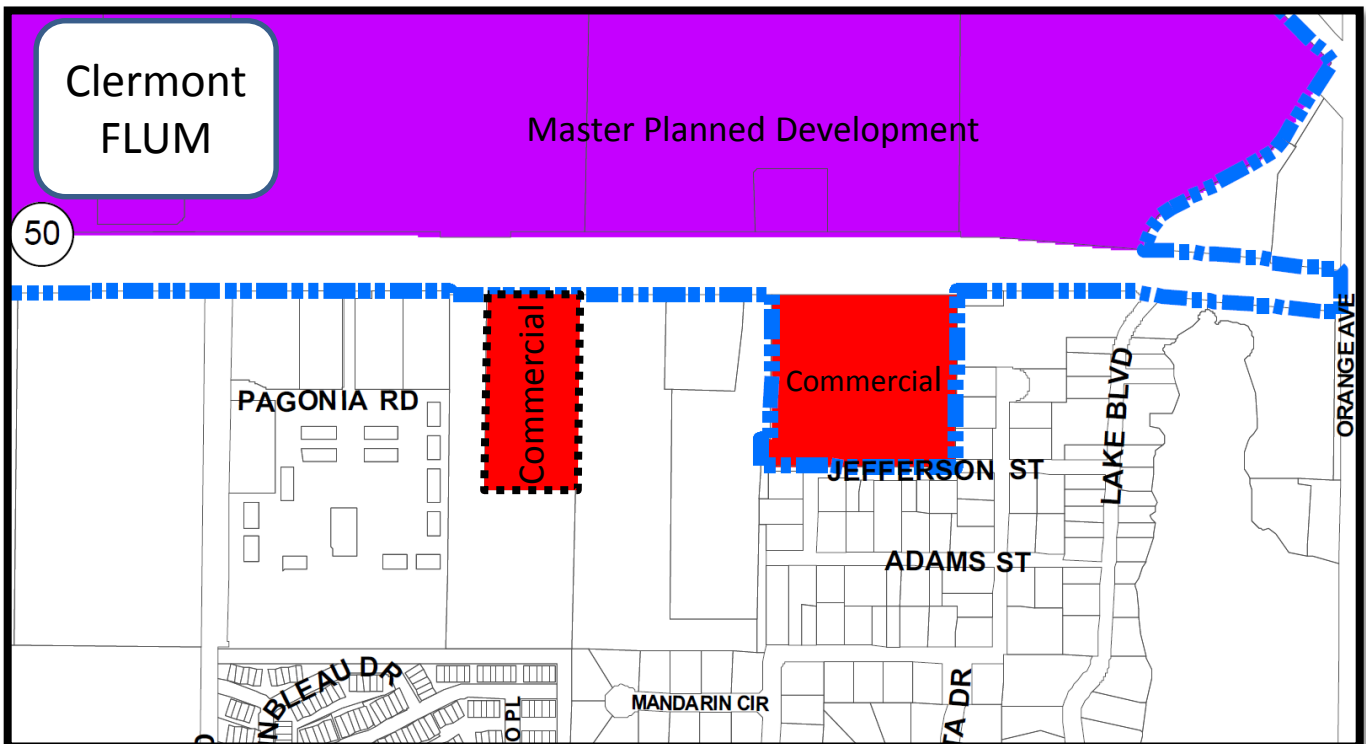
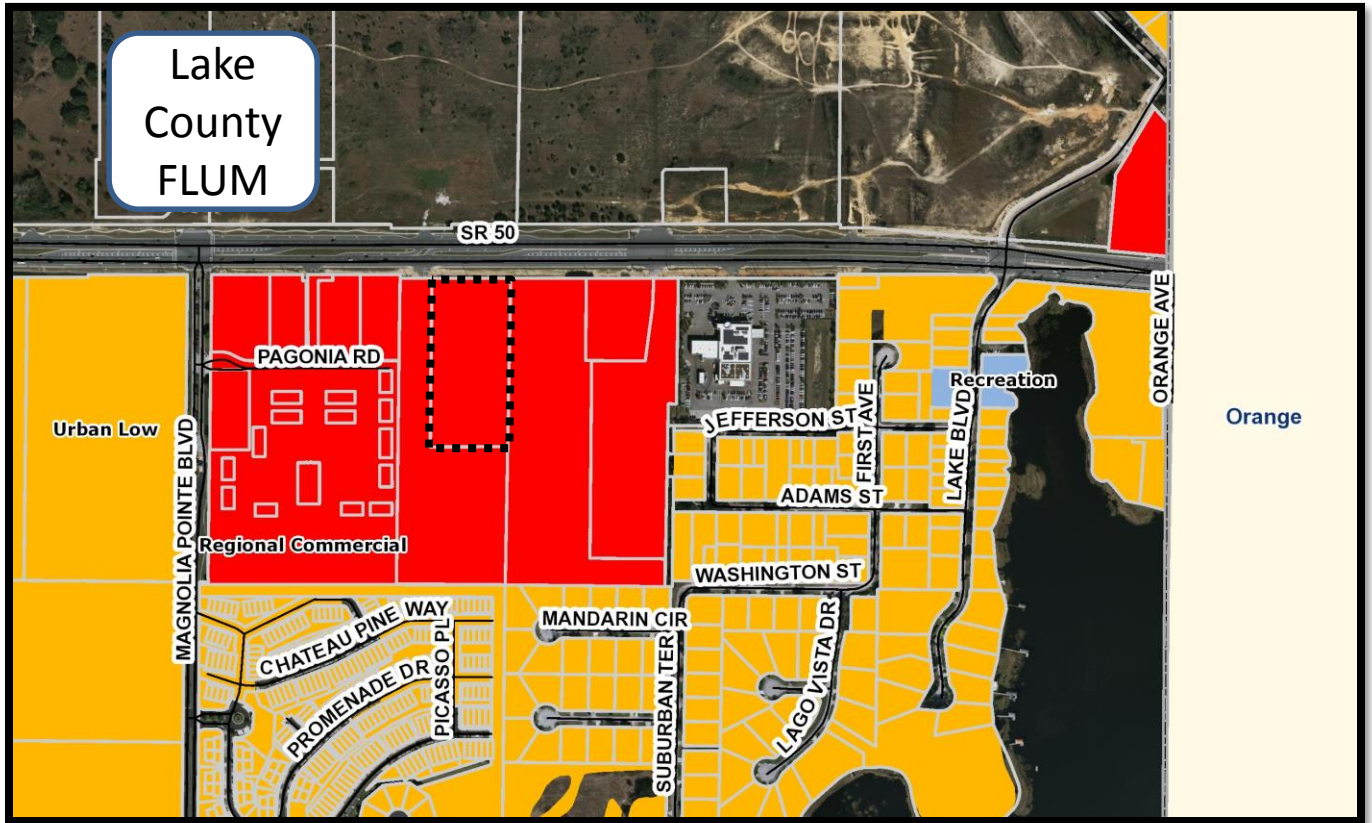
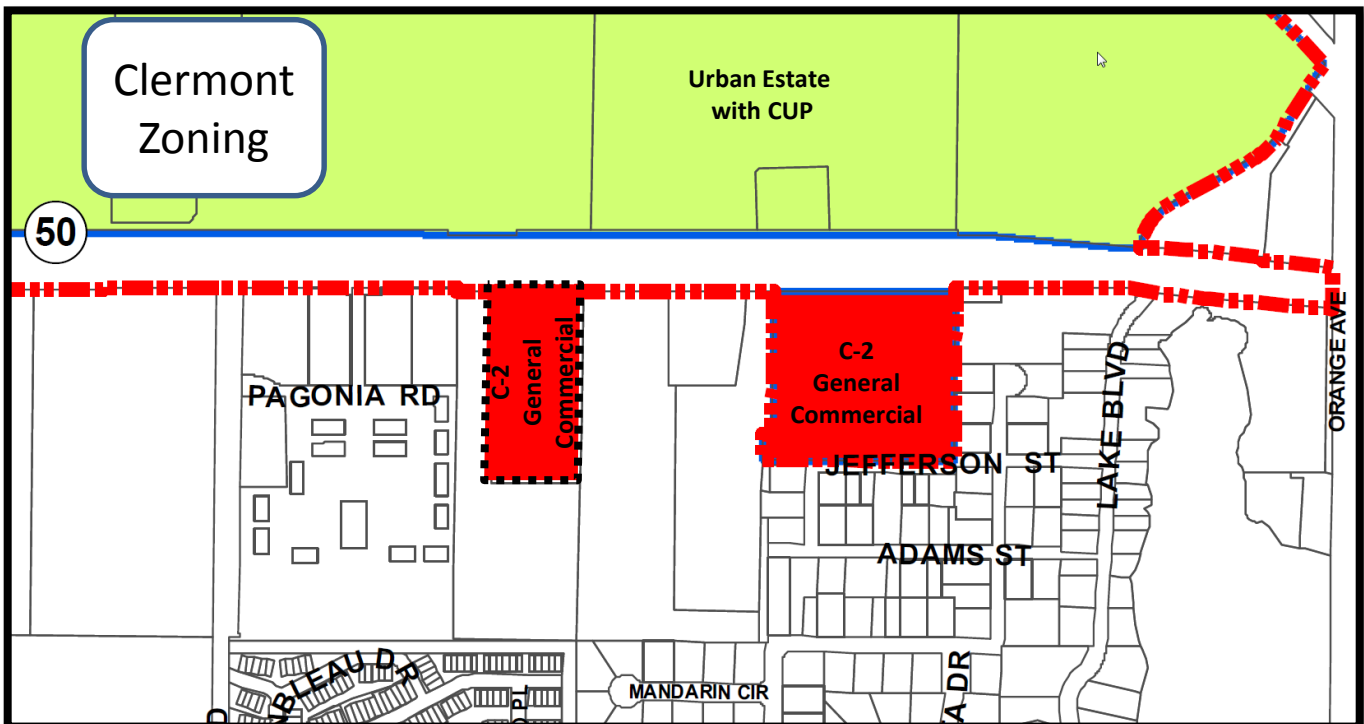
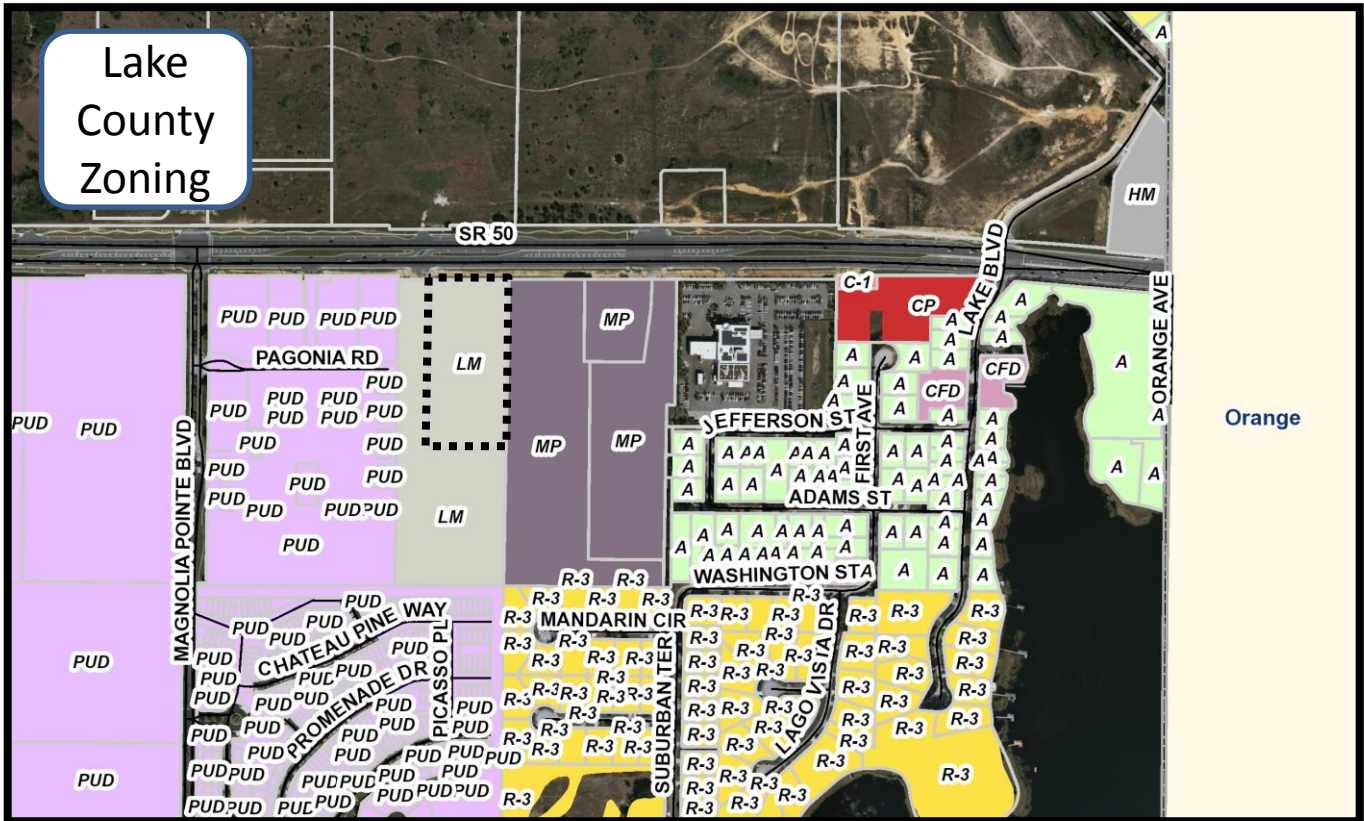


Exhibit – Zoning Map Headquarter Mazda



**City of Clermont
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home is not providing any permanent seating. Based upon the estimated capacity based on their floor plan, the funeral home can accommodate up to 80 people. If parking does become an issue, the applicant understands and agrees that the City may require additional parking or rescind the CUP. The applicant has indicated that business office hours will be from 10 am to 4 pm, with a majority of the viewings from 6 pm to 8 pm.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a funeral home in the C-1 Light Commercial zoning district with the conditions contained in Resolution 2016-41.

Tommy Hayes III, 23417 Oak Prairie Circle, Sorrento, stated that he concurs with staff's recommendation and is present to answer any questions.

Commissioner Whitehead moved to recommend approval of the conditional use permit; Commissioner Solis seconded. The vote was unanimous to recommend approval of the conditional use permit.

2. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Commercial to City of Clermont Commercial

PROJECT: Headquarter Mazda

3. REQUEST FOR REZONING

REQUEST: To change the zoning from Urban Estate to C-2 General Commercial.

PROJECT: Headquarter Mazda

Planning Manager Henschel presented the staff report as follows:

The City annexed the subject parcel on August 9, 2016, as authorized by the utility agreement with the property owner. The utility agreement and encumbrance to annex was executed on June 8, 2015. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 5.15 acres, has been developed as an auto dealership, Headquarter Mazda.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate to the C-2 General Commercial zoning classification. Any future changes will require a conditional use permit.

Staff recommends approval of the small-scale comprehensive plan amendment and rezoning.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
OCTOBER 4, 2016**

Page 3

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

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

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the maximum density in the Downtown Mixed Use future land use category

PROJECT: Density Comprehensive Plan Amendment

On March 23, 2015, the City Council approved the Downtown and Waterfront Master Plan. This started the progression toward enhancing, connecting and growing downtown and the waterfront area. The City is currently moving forward on Victory Pointe, the downtown regional stormwater system. This is the first step in promoting growth and redevelopment in downtown. The next step is to focus on the residential market in downtown. In order to sustain, grow and infuse new businesses, people are needed. This need was documented on page 6 of the Downtown and Waterfront Master Plan that characterized development in the downtown core to allow 25-40 residential units per acre. Currently, the City's maximum is 12 dwelling units per acre (du/a). Fewer than 650 people currently live in the Central Business District area.

In February 2016, a density study prepared for the City by UDP Consulting "test-fitted" three different density thresholds to understand what the possible development may yield. The three densities were 12 du/a, 25 du/a, and 40 du/a. It was noted that the existing 12 du/a has done very little to attract investment through redevelopment in downtown and a need to increase it was evident. The jump to 40 du/a may lead to new development, but addressing the associated parking onsite may be challenging, but not impossible to do. The study recommended the 25 du/a since the test-fit suggested that this is achievable without overburdening the City with parking requirements. It is important to note, however, that the "test-fit" scenarios included mixed-use development with retail on the first floor that generated more need for parking.

Staff researched other area cities to find out what range of density occurred in their downtown. The density ranged from 10 du/a up to 80 du/a. The higher-density allocations were usually constrained by parking requirements, maximum height, minimum square footage, or some other limiting factor. Staff reviewed two central Florida residential projects that were in the 35-40 du/a range. These projects were 3 to 4 stories in height, accommodated parking within the project area and had architectural features that complied with Clermont's code. They represented what may be developed in downtown Clermont based upon the current height limitations. The projects are "Osceola Brownstones" and "Eola South".

Staff believes that a density of up to 40 du/a, if properly planned and designed, can be sustained in downtown. If a mixed-use building or project is being proposed, then the density may be less than 40 du/a. The 40 du/a will provide developers with an opportunity to work within the

LEGAL NOTICE

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

ORDINANCE NO. 2016-41

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

LOCATION

Mazda

(Alternate Key 2827068)

South of State Road 50, approximately 950 feet east of Magnolia Pointe Boulevard

LEGAL DESCRIPTION

A parcel of land located in the Section 25; T22, R26, Lake County, Florida, more particularly described as follows:

From the southeast corner of the northwest $\frac{1}{4}$ run north $01^{\circ} 00' 01''$ east 569.70 feet for point of beginning, run north $89^{\circ} 45' 47''$ west 313.69 feet, north $01^{\circ} 00' 01''$ east 694.68 feet to south right-of-way line of SR 50, south $89^{\circ} 45' 47''$ east 313.63 feet to east line of northwest $\frac{1}{4}$, south $01^{\circ} 00' 01''$ west, 694.66 feet to point of beginning. ORB 4641 PG 2328

Containing 5.15 acres +/-

FROM UE URBAN ESTATE TO C-2 GENERAL COMMERCIAL

This request will be considered by the Planning & Zoning Commission on Tuesday, October 4, 2016 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, October 25, 2016 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 27 and October 11, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Ordinance No. 2016-42 <i>Final Code Change</i>		
Requested Action		
Recommend approval of Ordinance 2016-42.		
Staff Report		
This code amendment will allow for violations of Chapter 54, Streets, Sidewalks and Other Public Places, to be enforced through the established Code Enforcement citation process. Chapter 54, Streets, Sidewalks and Other Public Places, now provides for definitions, rules and regulations within City parks that enhance the safety, preservation and enjoyment of parks and recreational facilities for residents. The following areas are addressed in Chapter 54: Hours of Operation; Traffic Control; Pollution and Litter; Removal of Natural Resources; Fireworks; Fires; Camping and Sleeping; Noise and Other Conduct; Commercial Activity and Peddling; Damage to Property; Glass Containers; Paintball Guns; Bathing and Swimming; Hunting and Wildlife Preservation, and Enforcement. Changes to Chapter 54 were approved by the Council on June 14, 2016. (The changes were presented to the Council as a new Chapter 55, but were subsequently re-classified by Municipal Code Corporation to become part of Chapter 54.) The citation amount for violations to Chapter 54 will be \$200 per offense.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance ORD 2016-42 park violations.doc		
2. Legal ad 2016-42 Park violations legal ad.doc		

CITY OF CLERMONT
ORDINANCE No. 2016-42

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 2 CODE ENFORCEMENT CITATIONS, SECTION 2-225 APPLICABLE CODES AND ORDINANCES; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont desires to amend Chapter 2 Code Enforcement Citations, Section 2-225 Applicable Codes and Ordinances, of the City of Clermont's Code of Ordinances;

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

SECTION 1.

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

SECTION 2.

The City of Clermont Code of Ordinances is hereby amended to read as follows (note strikethrough indicates removed words and underlined indicates added):

Section 2-225. - Applicable codes and ordinances.

The following Code provisions of this Code may be enforced pursuant to the supplemental code enforcement citation procedures contained herein. The corresponding fine amount shall be the reduced civil penalty that a person may pay in the event the person elects not to contest the citation. The reduced civil penalty shall be in addition to any clerk or court filing costs that may be imposed in accordance with applicable law. The schedule of Code provisions provided in the table below shall include such codes and ordinances as they may be from time to time amended, renumbered, codified or re-codified, including codes and ordinances enacted subsequent to the adoption of this Article.

CITY OF CLERMONT
ORDINANCE No. 2016-42

	Reduced Civil Penalty
Chapter 6—Alcoholic Beverages	\$200.00
Chapter 10—Animals	\$100.00
Chapter 18, Article II—Solicitors, Peddlers and Itinerant Vendors	\$200.00
Chapter 34—Environment	\$250.00
Chapter 38—Mobile Homes and Recreational Vehicles	\$200.00
Chapter 42—Offenses	\$250.00
<u>Chapter 54—Streets, Sidewalks and Other Public Places</u>	<u>\$200.00</u>
Chapter 102—Signs	\$250.00

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 this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not affecting 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.

CITY OF CLERMONT
ORDINANCE No. 2016-42

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

CITY OF CLERMONT
ORDINANCE No. 2016-42

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 25th 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

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. 2016-42

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 2 CODE ENFORCEMENT CITATIONS, SECTION 2-225 APPLICABLE CODES AND ORDINANCES; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, October 25, 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
October 11, 2016



AGENDA ITEM

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Variance Request <i>Rentas</i>		
Requested Action		
Recommend to deny variance request.		
Staff Report		
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 (CUP) for a planned unit development (PUD) with underlying zoning of Urban Estate. The rear yard setback is 25 feet from the property line. The home is 29 feet from the rear property line, thus giving the owner about 4 feet to construct the screened room with the solid roof. The applicant is requesting a 19-foot rear yard setback to accommodate the new structure, which is 10 feet deep by 28 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 41% 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 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 request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Sec. 86-174 Review Criteria and Findings		Review Criteria.docx
2. Map		Rentas Variance Maps.pdf
3. Application		Application.pdf
4. Legal ad		Rentas Variance Ad.docx

2475 Hastings Blvd 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 4.2 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.

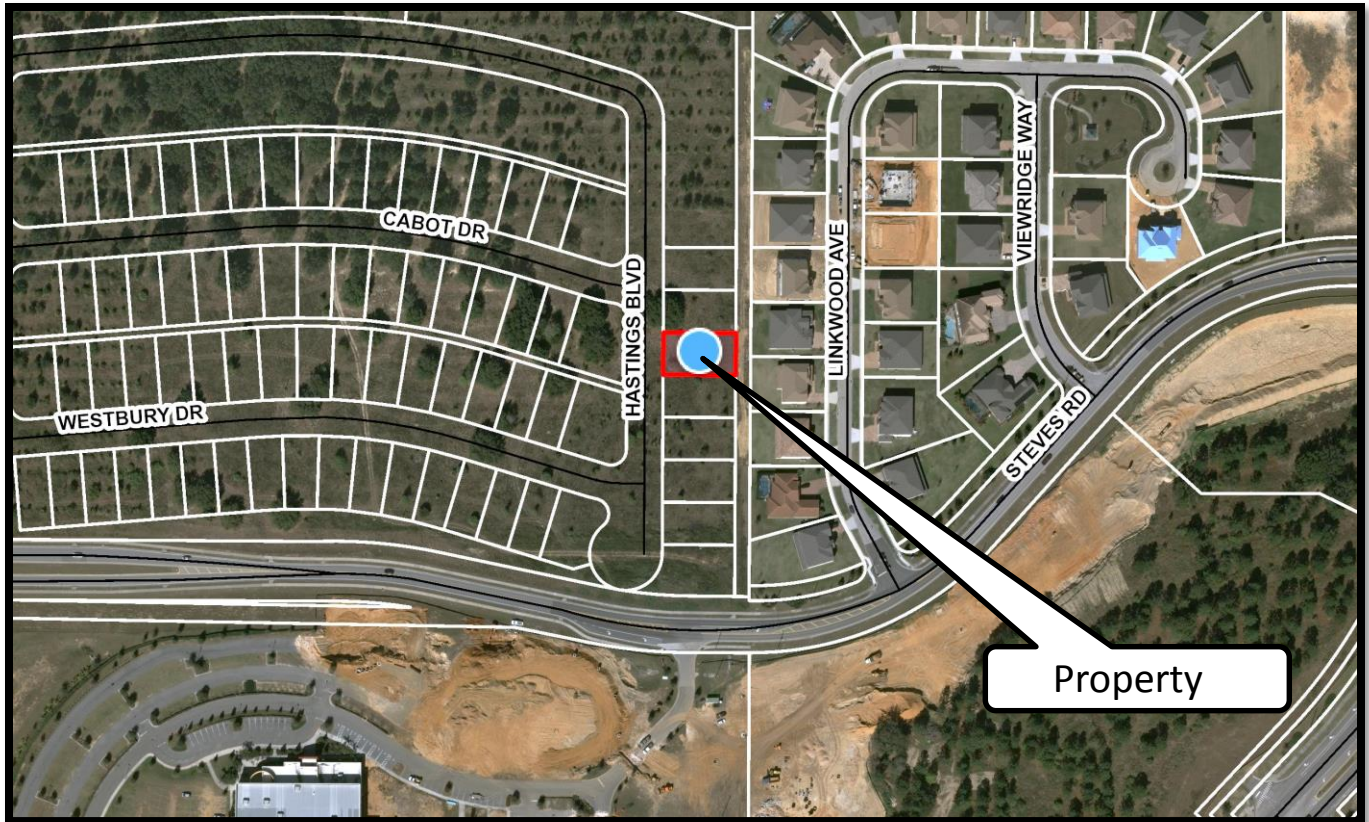
Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.

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.

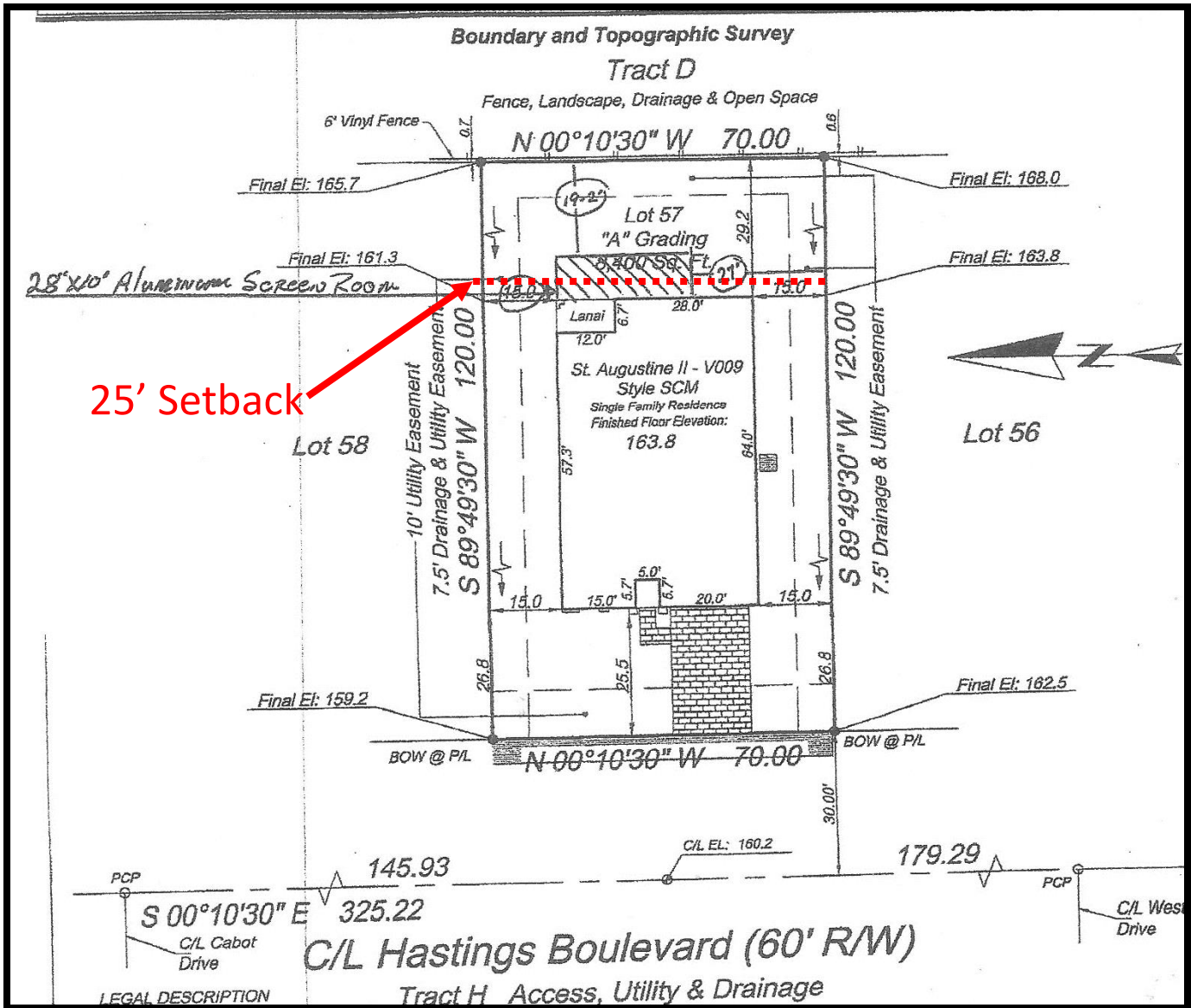
Rentas – 2475 Hastings Blvd - Variance



Variance:

1: to allow for a rear yard setback of 19 feet – rather than a 25 feet setback

Rentas – 2475 Hastings Blvd - Variance



Variance:

1: to allow for a rear yard setback of 19 feet – rather than a 25 feet setback

Impervious Calculations:

Driveway	536 SF
House	2560 SF
Walkway	30 SF
Proposed Screened Porch	280 SF
TOTAL	3406/8400 Lot Size = 41% ISR



CITY OF CLERMONT
VARIANCE
Application

DATE: 9-18/2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Rentas Variance

APPLICANT: Silver Star Construction, Inc.

CONTACT PERSON: Mia P Higdon

Address: 9014 Florida Bays Ranch Rd

City: Clermont State: Florida Zip: 34711

Phone: 352-516-3761 Fax: Ø

E-Mail: silverstarconst-mia@yahoo.com

OWNER: Gilberto & Yeisleny Rentas

Address: 2475 Hastings Blvd.

City: Clermont State: Florida Zip: 34711

Phone: 917-796-3529 Fax: Ø

Address of Subject Property: 2475 Hastings Blvd.

General Location: Harvest Landing Subdivision

Legal Description (include copy of survey):

Clermont, Harvest Landing Sub Lot 57
PB 66 PG 27-30 CRB 476-2 PG 1919

Land Use (City verification required): medium density

Zoning (City verification required): PUD (UE)



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 122-85 Rear yard setback 19 ft
instead of 25 feet

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

screen room with solid roof

How does the Code create a hardship? if it was a screen roof
I could build this but not a solid roof

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

Variance requested – subject and code section: 122-85

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;

Yes the solid roof structure requires
the variance

(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;

The screened patio without the solid roof would be permitted, but with the solid 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 screened 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 4.2 foot screened room is almost unusable but a 10 foot is the minimum 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;

Similar 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

No, it won't lower value, if anything it will add property value



**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 HCA has tentatively approved it

Mia P Higdon

Applicant Name (print)

x Mia P Higdon

Applicant Name (signature)

Gilberto L Rentes

Owner Name (print)

x Gilberto L Rentes

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



Harvest Landing Homeowners Association, Inc.
C/o Titan HOA Management, LLC

NOTICE OF APPROVAL

August 31, 2016

Gilberto L. and Yeisleny Rentas
2475 Hastings Blvd.
Clermont FL 34711

RE: 2475 Hastings Blvd.

Dear Gilberto L. and Yeisleny Rentas

Congratulations! The request for an architectural change, as described below, has been approved.

Screen Enclosure

Revised screen enclosure installation is approved with the contingent upon obtaining the appropriate permit from the city.

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
On behalf of Harvest Landing Homeowners Association, Inc.

Select Language ▼

Property Record Card

General Information

Owner Name:	RENTAS GILBERTO L & YEISLENY	Alternate Key:	3893431
Mailing Address:	2475 HASTINGS BLVD CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	29-22-26- 001000005700
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	18.6521
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	2475 HASTINGS BLVD CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, HARVEST LANDING SUB LOT 57 PB 66 PG 27-30 ORB 4762 PG 1919		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	0	0		1	LT	\$0.00	\$28,463.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

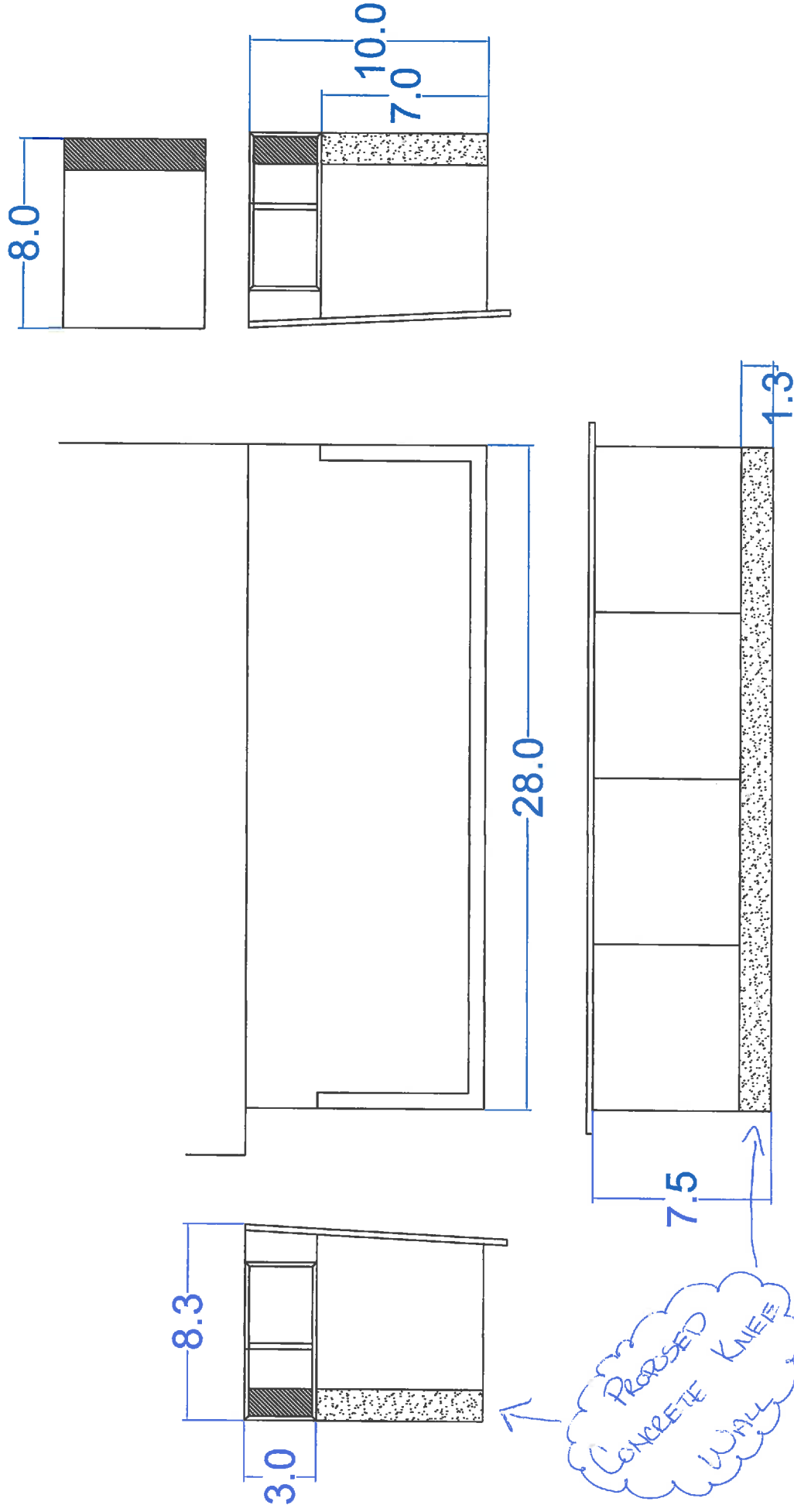
Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4762 / 1919	3/31/2016	Warranty Deed	Qualified	Improved	\$254,200.00
Click here to search for mortgages, liens, and other legal documents.					

Values and Estimated Ad Valorem Taxes ?

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$28,463	\$28,463	\$28,463	5.11800	\$145.67
LAKE COUNTY MSTU AMBULANCE	\$28,463	\$28,463	\$28,463	0.46290	\$13.18
SCHOOL BOARD STATE	\$28,463	\$28,463	\$28,463	4.62700	\$131.70
SCHOOL BOARD LOCAL	\$28,463	\$28,463	\$28,463	2.24800	\$63.98
CITY OF CLERMONT	\$28,463	\$28,463	\$28,463	4.20610	\$119.72
ST JOHNS RIVER FL WATER MGMT DIST	\$28,463	\$28,463	\$28,463	0.28850	\$8.21

Residence:
2475 Hastings Blvd.
Clermont, FL 34711

Contractor:
Silver Star Construction, Inc.
352-516-3761



Member of the National Society of Professional Surveyors

General Notes:

1. This is a **BOUNDARY** Survey performed in the field on 12-28-19.
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 were obtained from approved Construction plans provided by the Client 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.

⊙	Temporary Bench mark
BOW	Back of sidewalk
CL	Centerline
Δ	Central or (Delta) Angle
CALC	Calculated
CB	Chord Bearing
CD	Chord
C.M	Concrete Monument

Q/S	Offset
O.R.B.	Official Records Book
PB	Plat Book
PC	Point of Curvature
PCC.	Point of Compound Curvature
P.C.P.	Permanent Control Point
PG.	Page
P.R.M.	Permanent Reference Monument
PL	Property Line

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 19 feet instead of 25 feet as required by the Land Development Code, Section 122-85 – Yards at the following location:

LOCATION:

2475 Hastings Blvd.
Harvest Landing Subdivision
(Alt. Key 3893431)

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, October 25, 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
October 18, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 25, 2016	
Agenda Item Name	
Resolution No. 2016-41 <i>Hayes Brothers Funeral Home</i>	
Requested Action	
Recommend approval of Resolution 2016-41.	
Staff Report	
The applicant is requesting a conditional use permit (CUP) to establish a funeral home in the C-1 Light Commercial zoning district. Under Section 122-204 (a)(4) of the land development code (LDC), funeral homes are a conditional use in the C-1 district. The property is located at 191 Broome Street. It has an existing 3,100-square-foot building that was previously used for a daycare. The applicant proposes to use the existing building and existing parking area on the property. Some interior renovations of the building will be necessary to accommodate the funeral home. The facility will be used for viewings, consultations, notary and any other funeral-related business, but with no embalming or cremation at the site. In addition, no storage of human remains will be onsite. This will be done at another licensed facility. A State of Florida licensed funeral director will be in charge of this establishment. The facility has 11 existing improved parking spaces with the ability to provide another 12 or so on the grassed area south of the parking lot. The applicant is requesting the ability to provide overflow parking in this area, as allowable for consideration under Section 98-4. The parking requirements, under Section 98-14, requires 1 space for every 4 permanent seats. The funeral home is not providing any permanent seating. Based upon the estimated capacity based upon their floor plan, the funeral home can accommodate up to 80 people. If parking does become an issue, the applicant understands and agrees that the City may require additional parking or rescind the CUP. The applicant has indicated that business office hours will be from 10 am to 4 pm, with a majority of the viewings from 6 pm to 8 pm. Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a funeral home in the C-1 Light Commercial zoning district with the conditions contained in Resolution 2016-41. <i>At the October 4, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the conditional use permit; Commissioner Carlos Solis seconded. The vote was unanimous to recommend approval of the conditional use permit.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2016-41	2016-41 Hayes FHome.docx
2.	Map and Exhibits	Hayes Brother Funeral Home Exhibits.pdf
3.	Site plan	Site plan.pdf
4.	Minutes	P&Z Minutes.pdf
5.	Application	Application.pdf
6.	Legal ad	Hayes CUP legal Ad.docx

**CITY OF CLERMONT
RESOLUTION NO. 2016-41**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A
CONDITIONAL USE PERMIT TO ALLOW FOR A FUNERAL HOME IN
THE C-1 LIGHT COMMERCIAL ZONING DISTRICT.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 4, 2016 recommended approval of this Conditional Use Permit to allow for a funeral home, at the following location:

LOCATION:
191 West Broome Street
AK 1611300

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 applicant has applied for a Conditional Use Permit for a funeral home;

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 funeral home in the C-1 Light Commercial zoning district; 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. 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. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.

CITY OF CLERMONT
RESOLUTION NO. 2016-41

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 the funeral home has not begun operations with a Certificate of Occupancy within two (2) years of the date the Conditional Use Permit is executed and signed by the appropriate parties.
7. The structure shall be inspected by the Fire Marshall 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. 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.
10. In the event that parking at this site proves inadequate, the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.

Section 2 – Land Use

1. Permitted uses shall include a funeral home facility. Other permitted uses in the C-1 Light Commercial zoning district are also permitted.
2. No embalming, cremation, or storage of human remains may occur on the premises. The funeral home shall only be used for office use, viewing purposes, consultation, notary and any other funeral related business.

CITY OF CLERMONT
RESOLUTION NO. 2016-41

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of October, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

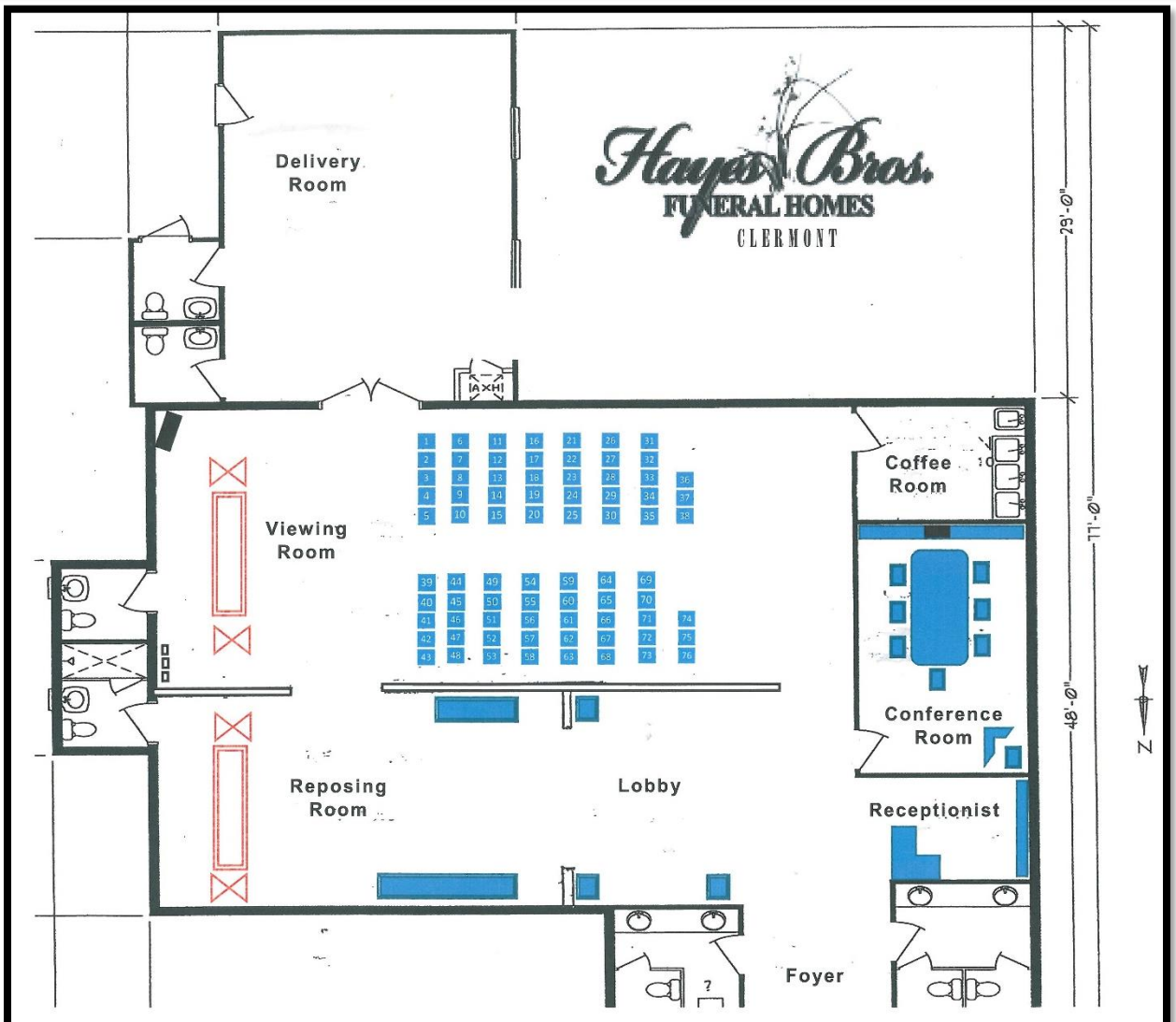
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Hayes Brothers Funeral Home



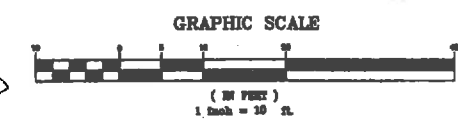
Hayes Brothers Funeral Home



MONTVERRE ENGINEERING INC.
 P.O. BOX 500118 PHONE (407)468-4528
 MONTESSA, FLORIDA 34756
 FAX (407)468-2129
 11/9/95

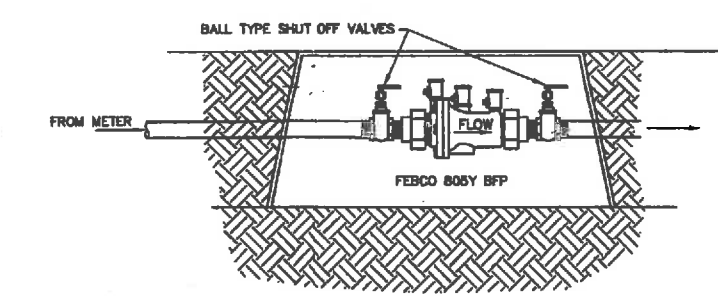
ARIANA'S CHILD CARE CENTER ADDITION
 CITY OF CLEMMONT LAKE COUNTY FLORIDA

JOB NO.	9931
DATE	OCT. 99
SCALE	GRAPHIC
DRAWN BY	ACN
CHECKED BY	ACN
REVISIONS	
1	GEN. REV. 11/8/99
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CITY OF CLEMMONT	
LANDSCAPE PLAN	
DRAWING NO. 8-11. 2 OF 4	

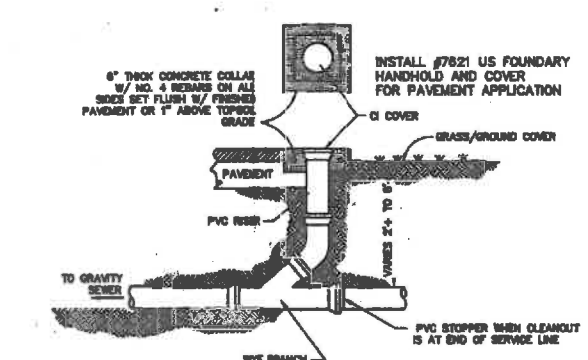


LEGEND

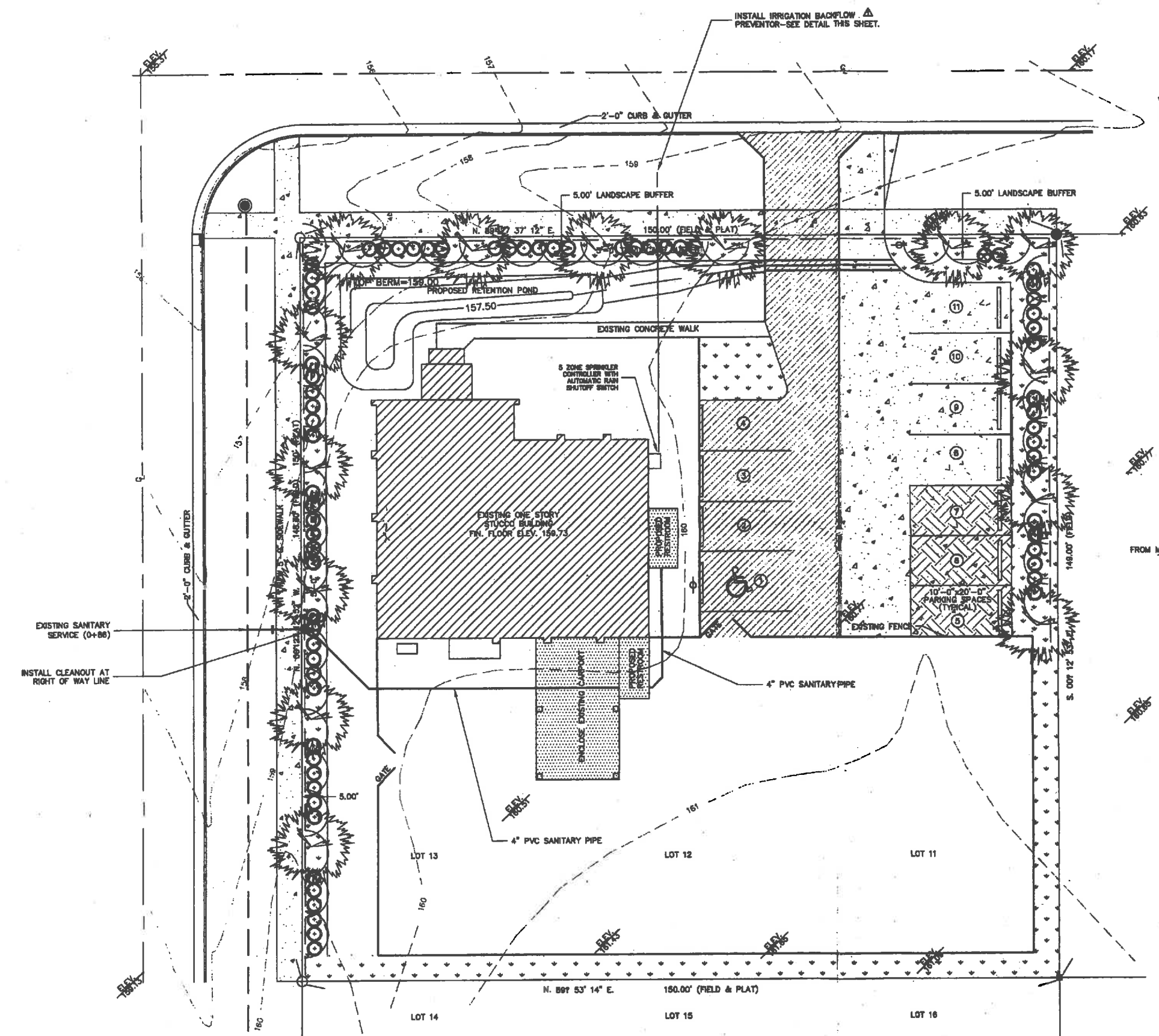
- 2/5 — DETAIL NUMBER
- SHEET NUMBER
- LIVE OAK TREE— 14 EACH
AT TIME OF PLANTING MIN. 1-1/2"
AT 4-1/2 FT ABOVE EXISTING GRADE.
FLORIDA NUMBER 1 OR BETTER
MUST BE 8' HEIGHT AT TIME OF PLANTING.
- SHRUB—RED TIP PHOTINIA (PHOTINIA FRAXILIS). SHRUBS SHALL BE A MINIMUM
OF TWO FEET IN HEIGHT AND 30" ON
CENTER WHEN MEASURED IMMEDIATELY
AFTER PLANTING.
- FULL OR HALF CIRCLE SHRUB HEAD
SHRUB SPRAY HEAD—MAX. 1.0 GPM
- SEWER CLEANOUT



BACK FLOW PREVENTOR DETAIL



CLEAN OUT DETAIL



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
OCTOBER 4, 2016**

Page 1

The meeting of the Planning and Zoning Commission was called to order Tuesday, October 4, 2016 at 6:30 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Cuqui Whitehead, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held September 12, 2016 were approved as written.

REPORTS

Chairman Jones stated that he attended a seminar held by Lake County at the Clermont City Center. He stated that it was a very informative seminar. He stated that the growth is expected to exceed what was previously estimated. He stated that by 2070, we may see an enormous influx of residents. He stated that what he took out of the meeting is the need for planning and for cities' codes to be changed in the future as the need arises for the future growth.

Development Services Director Hollerand stated that Jim Hitt will be leaving the city to go back to the City of Apopka. She stated that his last day is Friday, October 7, 2016.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a funeral home in the C-1 Light Commercial zoning district.

PROJECT: Hayes Brothers Funeral Home

Senior Planner Kruse presented the staff report as follows:

The applicant is requesting a conditional use permit (CUP) to establish a funeral home in the C-1 Light Commercial zoning district. Under Section 122-204 (a)(4) of the land development code (LDC), funeral homes are a conditional use in the C-1 Light Commercial district. The property is located at 191 Broome Street. It has an existing 3,100-square-foot building that was previously used for a daycare. The applicant proposes to use the existing building and existing parking area on the property. Some interior renovations of the building will be necessary to accommodate the funeral home.

The facility will be used for viewings, consultations, notary and any other funeral-related business, but with no embalming or cremation at the site. In addition, no storage of human remains will be onsite. This will be done at another licensed facility. A State of Florida licensed funeral director will be in charge of this establishment.

The facility has 11 existing improved parking spaces with the ability to provide another 12 or so on the grassed area south of the parking lot. The applicant is requesting the ability to provide overflow parking in this area, as allowable for consideration under Section 98-4. The parking requirements, under Section 98-14, requires 1 space for every 4 permanent seats. The funeral

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
OCTOBER 4, 2016**

Page 2

home is not providing any permanent seating. Based upon the estimated capacity based on their floor plan, the funeral home can accommodate up to 80 people. If parking does become an issue, the applicant understands and agrees that the City may require additional parking or rescind the CUP. The applicant has indicated that business office hours will be from 10 am to 4 pm, with a majority of the viewings from 6 pm to 8 pm.

Staff has reviewed the application and believes that the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the request for a funeral home in the C-1 Light Commercial zoning district with the conditions contained in Resolution 2016-41.

Tommy Hayes III, 23417 Oak Prairie Circle, Sorrento, stated that he concurs with staff's recommendation and is present to answer any questions.

Commissioner Whitehead moved to recommend approval of the conditional use permit; Commissioner Solis seconded. The vote was unanimous to recommend approval of the conditional use permit.

2. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Commercial to City of Clermont Commercial

PROJECT: Headquarter Mazda

3. REQUEST FOR REZONING

REQUEST: To change the zoning from Urban Estate to C-2 General Commercial.

PROJECT: Headquarter Mazda

Planning Manager Henschel presented the staff report as follows:

The City annexed the subject parcel on August 9, 2016, as authorized by the utility agreement with the property owner. The utility agreement and encumbrance to annex was executed on June 8, 2015. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 5.15 acres, has been developed as an auto dealership, Headquarter Mazda.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate to the C-2 General Commercial zoning classification. Any future changes will require a conditional use permit.

Staff recommends approval of the small-scale comprehensive plan amendment and rezoning.



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 8/20/2016

FEE: \$300.00

PROJECT NAME (if applicable): Hayes Brothers Funeral Home Clermont

APPLICANT: Hayes Brothers Funeral Home, Inc.

CONTACT PERSON: Donald E. Hayes, Sr. or Tommy Hayes, III

Address: 28 W. Woodward Avenue

City: Eustis State: Florida Zip: 32726

Phone: 352-589-4666 Fax: 352-589-6222

E-Mail: hayesbrosfunerals@hotmail.com

OWNER: Araceli Rangel

Address: 191 W. Broome Street

City: Clermont State: Florida Zip: 34711

Phone: 407-947-0555 Fax: _____

Address of Subject Property: 191 W. Broome Street Clermont, FL 34711

General Location: The corner of Broome St. and 2nd St.

Legal Description (include copy of survey): Lots 11, 12, 13 city block 7 Clermont, FL

Land Use (City verification required): Commercial

Zoning (City verification required): C-1



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 use of this C-1 zoned property is to provide a funeral service facility, with the exception of embalming and cremation. There is adequate parking and overflow parking will be on site as well (rear and side grass parking at 191 Broome St. Viewings, rituals and business operations will be conducted during scheduled times of the work day. A state Licensed Funeral Director will be in charge of this establishment.

Donald E Hayes
Applicant Name (print)

x Donald E Hayes
Applicant Name (signature)

Enrique Rangel
Owner Name (print)

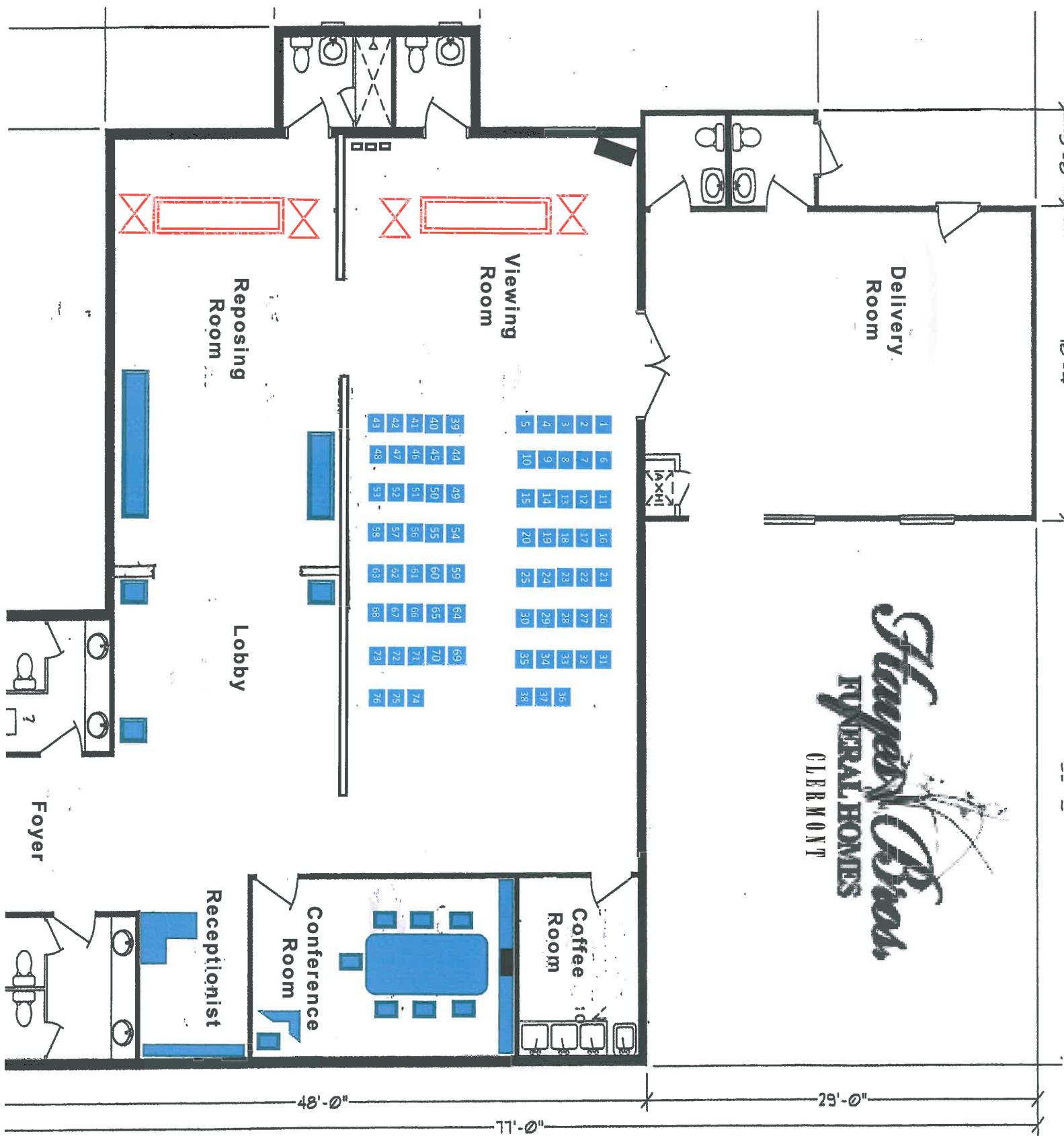
x Enrique Rangel
Owner Name (signature)

***** 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

Stanger & Davis FUNERAL HOMES CLERMONT



48'-0"

71'-0"

29'-0"

Google Maps W Broome St



Image capture: May 2012 © 2016 Google

Clermont, Florida

Street View - May 2012

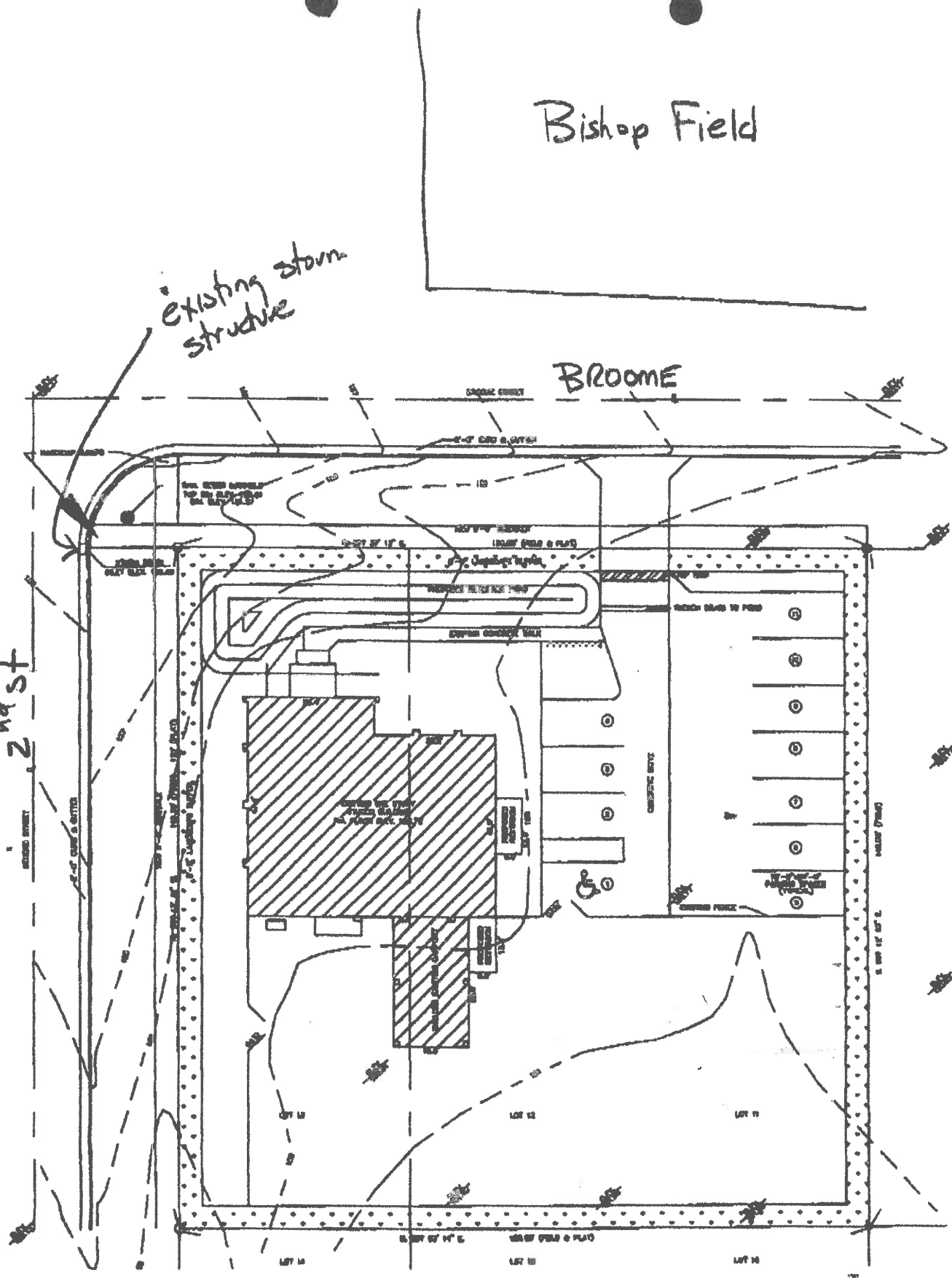


Bishop Field

existing storm
structure

BROOME

2nd st



LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a funeral home in the C-1 Light Commercial Zoning District, at the following location:

LOCATION

191 West Broome Street
AK 1611300

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, October 4, 2016 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, October 25, 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
September 27 and October 18, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 25, 2016	
Agenda Item Name	
Ordinance No. 2016-40 <i>Transmittal Density Amendment</i>	
Requested Action	
Recommend approval of Ordinance 2016-40.	
Staff Report	
On March 23, 2015, the City Council approved the Downtown and Waterfront Master Plan. This started the progression toward enhancing, connecting and growing downtown and the waterfront area. The City is currently moving forward on Victory Pointe, the downtown regional stormwater system. This is the first step in promoting growth and redevelopment in downtown. The next step is to focus on the residential market in downtown. In order to sustain, grow and infuse new businesses, people are needed. This need was documented on page 6 of the Downtown and Waterfront Master Plan that characterized development in the downtown core to allow 25-40 residential units per acre. Currently, the City's maximum is 12 dwelling units per acre (du/a). Fewer than 650 people currently live in the Central Business District area. In February 2016, a density study prepared for the City by UDP Consulting "test-fitted" three different density thresholds to understand what the possible development may yield. The three densities were 12 du/a, 25 du/a, and 40 du/a. It was noted that the existing 12 du/a has done very little to attract investment through redevelopment in downtown and a need to increase it was evident. The jump to 40 du/a may lead to new development, but addressing the associated parking onsite may be challenging, but not impossible to do. The study recommended the 25 du/a since the test-fit suggested that this is achievable without overburdening the City with parking requirements. It is important to note, however, that the "test-fit" scenarios included mixed-use development with retail on the first floor that generated more need for parking. Staff researched other area cities to find out what range of density occurred in their downtown. The density ranged from 10 du/a up to 80 du/a. The higher-density allocations were usually constrained by parking requirements, maximum height, minimum square footage, or some other limiting factor. Staff reviewed two central Florida residential projects that were in the 35-40 du/a range. These projects were 3 to 4 stories in height, accommodated parking within the project area and had architectural features that complied with Clermont's code. They represented what may be developed in downtown Clermont based upon the current height limitations. The projects are "Osceola Brownstones" and "Eola South." Staff believes that a density of up to 40 du/a, if properly planned and designed, can be sustained in downtown. If a mixed-use building or project is being proposed, then the density may be less than 40 du/a. The 40 du/a will provide developers with an opportunity to work within the parameters of the land development code. The 40 du/a would be changed only for the Downtown Mixed-Use future land use category. This Downtown Mixed Use boundary matches that of the current Central Business District (CBD) zoning category. Staff recommends approval to amend the future land use element of the comprehensive plan for the Downtown	

Mixed Use future land use category to allow a density up to 40 dwelling units/acre.

At the October 4, 2016 Planning and Zoning Commission meeting, Commissioner Cuqui Whitehead moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|------------------------|--|
| 1. | Ordinance | Density Ord. 2016-40.doc |
| 2. | Exhibit A | Exhibit A - Future Land Use Element 2016 Density change.docx |
| 3. | Downtown MU Map | Downtown_MU_Boundary.pdf |
| 4. | Density Photo Exhibits | Density Photo Examples.pdf |
| 5. | Downtown MU FLU Map | Downtown MU FLUM.pdf |
| 6. | Minutes | P&Z Minutes.pdf |
| 7. | Legal ad | Density Legal ad.doc |

CITY OF CLERMONT
ORDINANCE No. 2016-40

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

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

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

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing October 4, 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 October 25, 2016 and December 13, 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. 2016-40

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. 2016-40

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of December, 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 December 13, 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 40 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, **except in the Downtown Mixed-Use Category, that may permit up to 40 units per acre. however, densities higher than eight units per acre in the Residential/Office Category 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:

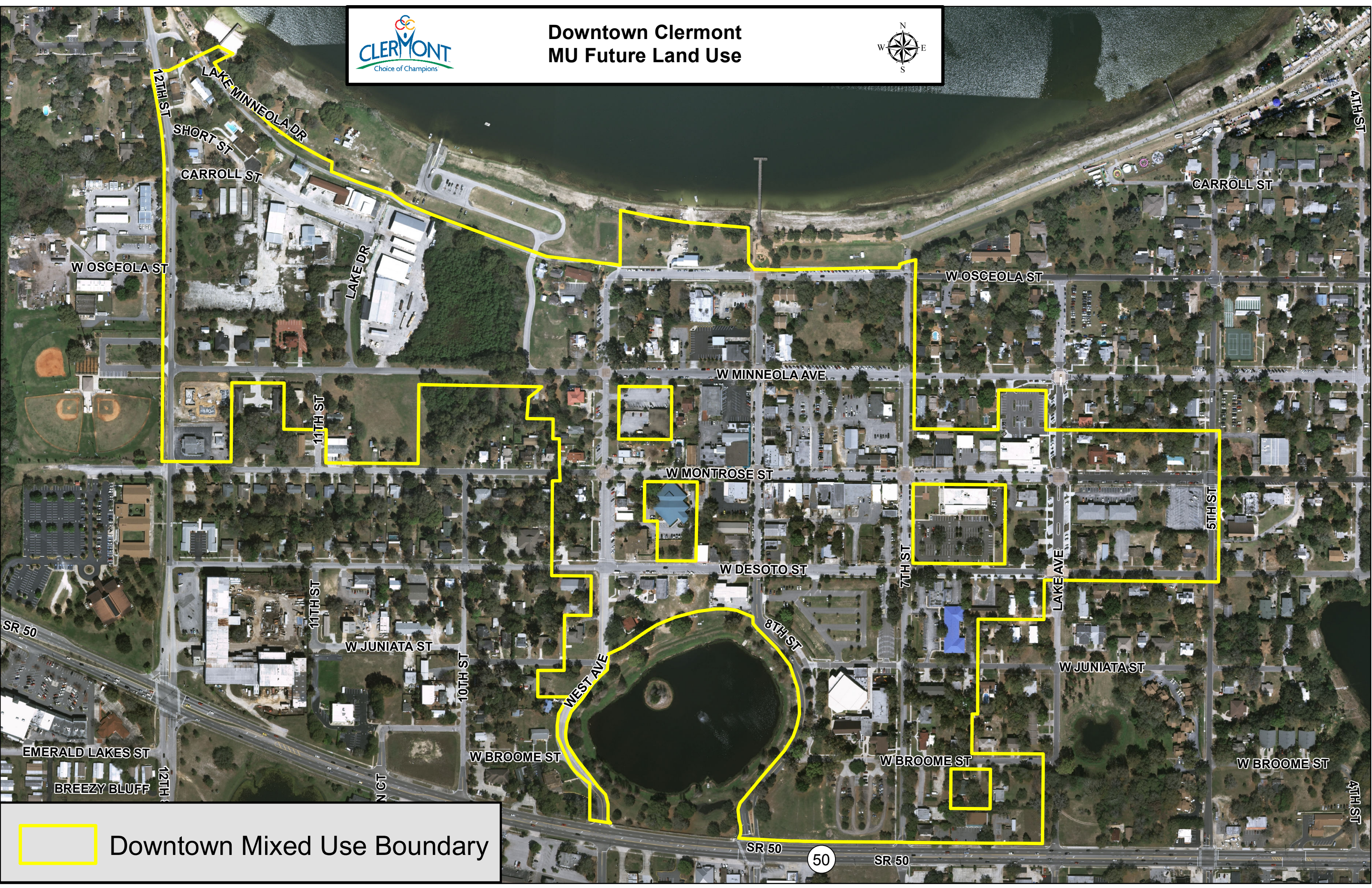
- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land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

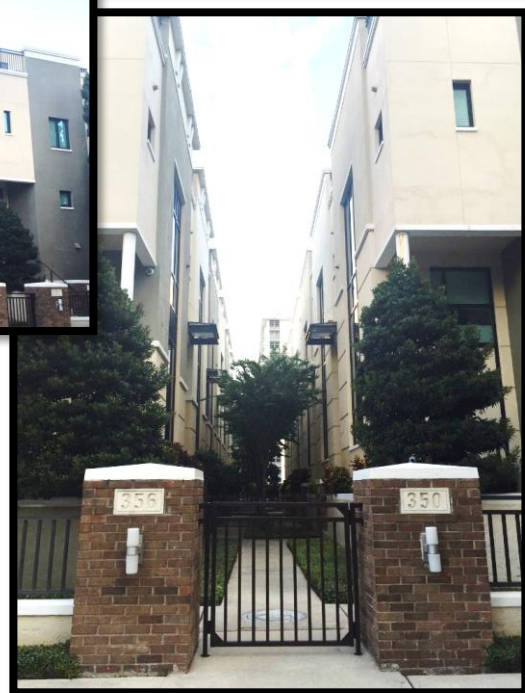
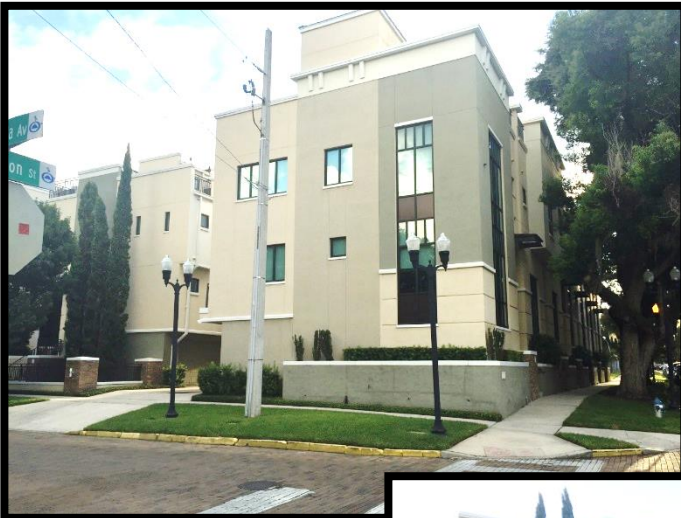


Downtown Clermont MU Future Land Use



Downtown Mixed Use Boundary

OSCEOLA BROWNSTONES



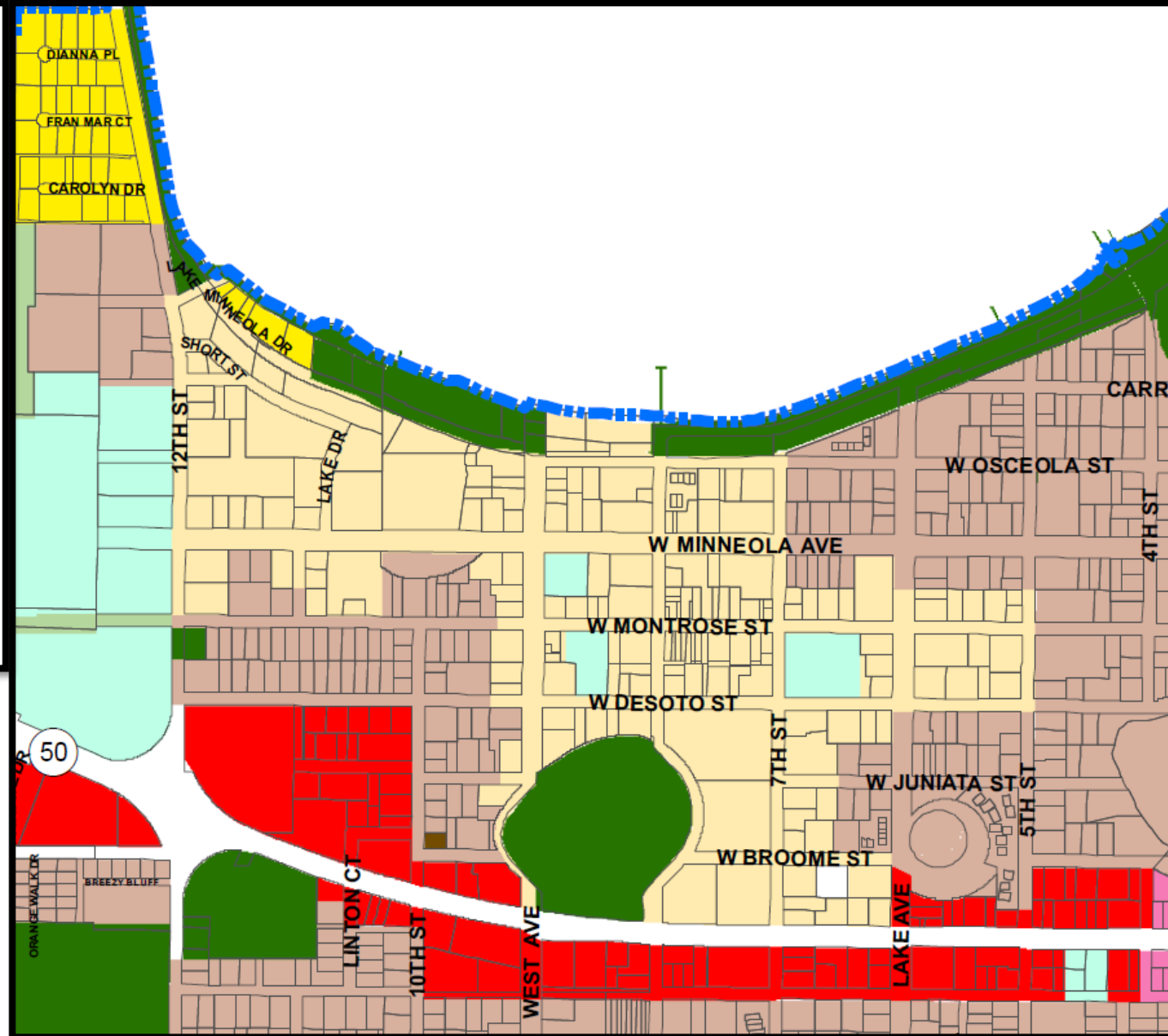
EOLA SOUTH



Future Land Use Map - Downtown Mixed Use Category – Density Text Change

Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional



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

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

4. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the maximum density in the Downtown Mixed Use future land use category

PROJECT: Density Comprehensive Plan Amendment

On March 23, 2015, the City Council approved the Downtown and Waterfront Master Plan. This started the progression toward enhancing, connecting and growing downtown and the waterfront area. The City is currently moving forward on Victory Pointe, the downtown regional stormwater system. This is the first step in promoting growth and redevelopment in downtown. The next step is to focus on the residential market in downtown. In order to sustain, grow and infuse new businesses, people are needed. This need was documented on page 6 of the Downtown and Waterfront Master Plan that characterized development in the downtown core to allow 25-40 residential units per acre. Currently, the City's maximum is 12 dwelling units per acre (du/a). Fewer than 650 people currently live in the Central Business District area.

In February 2016, a density study prepared for the City by UDP Consulting "test-fitted" three different density thresholds to understand what the possible development may yield. The three densities were 12 du/a, 25 du/a, and 40 du/a. It was noted that the existing 12 du/a has done very little to attract investment through redevelopment in downtown and a need to increase it was evident. The jump to 40 du/a may lead to new development, but addressing the associated parking onsite may be challenging, but not impossible to do. The study recommended the 25 du/a since the test-fit suggested that this is achievable without overburdening the City with parking requirements. It is important to note, however, that the "test-fit" scenarios included mixed-use development with retail on the first floor that generated more need for parking.

Staff researched other area cities to find out what range of density occurred in their downtown. The density ranged from 10 du/a up to 80 du/a. The higher-density allocations were usually constrained by parking requirements, maximum height, minimum square footage, or some other limiting factor. Staff reviewed two central Florida residential projects that were in the 35-40 du/a range. These projects were 3 to 4 stories in height, accommodated parking within the project area and had architectural features that complied with Clermont's code. They represented what may be developed in downtown Clermont based upon the current height limitations. The projects are "Osceola Brownstones" and "Eola South".

Staff believes that a density of up to 40 du/a, if properly planned and designed, can be sustained in downtown. If a mixed-use building or project is being proposed, then the density may be less than 40 du/a. The 40 du/a will provide developers with an opportunity to work within the

**City of Clermont
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parameters of the land development code. The 40 du/a would be changed only for the Downtown Mixed-Use future land use category. This Downtown Mixed Use boundary matches that of the current Central Business District (CBD) zoning category.

Staff recommends approval to amend the future land use element of the comprehensive plan for the Downtown Mixed Use future land use category to allow a density up to 40 dwelling units/acre.

Edward Apodaca, 836 W. Montrose St., stated that he has property near the waterfront and on Montrose Street. He asked how parking issues are going to be dealt with for the increased density. He stated that there needs to be a parking resolution prior to development. He stated that he is in agreement with increasing density as long as the City is proactive with the parking issues.

Mr. Kruse stated that the parking would be addressed as development occurs. He stated that the City is aware of the concerns and the parking would be addressed when a developer approaches the City.

Chairman Jones asked what the rationale is for increasing the density in the downtown area.

Mr. Kruse stated that as part of the City's master plan, they are looking to build a regional storm water system costing \$8 million called Victory Pointe. He stated that with an investment like that to allow an area to be developed or redeveloped, only 12 units per acre is not feasible. He stated that a block could have about 140 units on that block, however if you allow developers to build up three to four stories and do parking underneath, it can accommodate that. He stated that in order to have a thriving downtown, you need people downtown.

Candy Keller-Raber, 863 South Waterview Dr., stated that she owns property at 503 West Ave. She asked how large is an acre.

Mr. Kruse showed Ms. Keller-Raber what an acre would be, approximately.

Mary Lou Wieloszynski, 1130 and 1150 W. Minneola Ave., stated that she has listened to other people talking in the community. She stated that it's very exciting. She asked about code changes to allow the larger units.

Mr. Kruse stated that the height is limited to 55 feet, so applicants would have to request a variance or the zoning codes would have to be changed to go above that. He stated that the minimum square footage is 600 square feet.

Jeff Brown, 486 Carroll Street, stated that they have lived here for 17 years. He asked how is this density increase going to improve quality of life.

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Chairman Jones stated that he is constantly told by investors and developers that they are discouraged to sprawl out so the only way to go is up. He stated that residents may find that with the increased density, they may see their properties increase in value in the urban core area. He stated that the quality of life is a perception.

Commissioner Whitehead stated that parking has always been a problem in the downtown area. She stated that the years she has served the City, she is constantly hearing from the merchants in the downtown area, wanting help to thrive. She stated that the City is helping the downtown. She stated that the density increase will help our economy.

Commissioner Solis stated that downtown looks the same now as it did in 1984. He stated that we need to help the businesses and residents and move forward.

Commissioner Smith asked what determined the location for the density increase.

Mr. Kruse stated that the map for the density increase is the same as the Downtown Mixed-Use future land use designation map.

Chairman Jones stated that when he was at the seminar, they were shown a new development where they are creating a new approach in urban planning. He stated that the scheme was beautiful and ingenious. He stated that it meets the market conditions for the people looking for this lifestyle. He stated that these projects are not second rate, they are stunning.

Commissioner Whitehead moved to recommend approval of the comprehensive plan amendment; seconded by Commissioner Solis. The vote was unanimous to recommend approval.

There being no further business, the meeting was adjourned at 7:32 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2016-40

The City of Clermont will hold public hearings on Tuesday, October 4, 2016 at 6:30 pm before the Planning and Zoning Commission and on Tuesday, October 25, 2016 at 6:30 pm before the City Council (transmittal hearings), and on Tuesday, December 13, 2016 at 6:30 pm before the City Council (final adoption hearing) to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

Ordinance #2016-40:

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 a text amendment to the Future Land Use Element of the Comprehensive Plan to amend the maximum density for the Downtown Mixed Use future land use category; setting forth the authority for adoption of the Comprehensive Plan Amendment; setting forth the purpose and intent of the Comprehensive Plan Amendment; establishing the legal status of the Comprehensive Plan Amendment; providing for severability, conflict and an effective date.

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

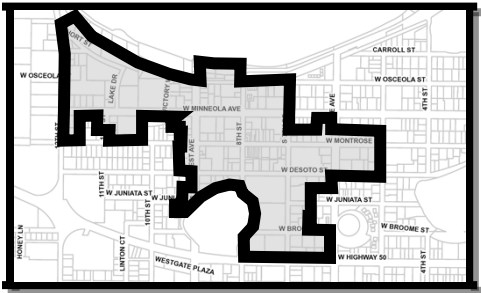
The proposed amendment may be inspected at the City's Development Services Department (first floor, City Hall) between 8 am and 5 pm. Monday-Friday.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 23 and November 29, 2016

Map of area:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Ordinance No. 2016-43 <i>Introduction Council Salary</i>		
Requested Action		
Consider introduction of Ordinance 2016-43.		
Staff Report		
Please refer to City Attorney Mantzaris' memorandum.		
The final hearing of the ordinance will be scheduled for December 13, 2016 once the required advertising has been met.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Attorney Memo	2016-43 mayorcouncilcompmemo.pdf	
2. Ordinance	2016-43 mayorcouncil compensation.doc	

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

ATTORNEYS AND COUNSELORS AT LAW

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Telefax (407) 992-3541

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

MEMORANDUM

TO : Darren Gray, City Manager

FROM : Daniel F. Mantzaris, City Attorney

DATE : October 6, 2016

RE : Mayor and Councilmember Compensation

As requested, we have reviewed the issue as to a possible amendment of the City Code related to compensation for the mayor and council. As you are aware, Section 2-33 of the code provides that the mayor shall receive compensation of \$400 per month and councilmembers shall receive \$300 per month. Since this section is in the code, a change requires a code amendment adopted by ordinance.

The consideration of an ordinance which increases the Council's compensation raises three significant issues. First, to avoid alleged and actual conflicts of interest and appearances of self-dealing, the ordinance must be adopted so as to ensure that each sitting member of the council who votes for or against the ordinance is required to go through at least one general election before receiving the additional compensation. The second issue is related to whether the Council deems it appropriate to establish a compensation formula that will establish a reasonable compensation for future councils. The current code provision was adopted in 1990 and established a maximum compensation. The Council, we suggest, may wish to consider a compensation package that provides for a formula that would automatically adjust, thus creating a permanent solution. The final significant issue for the Council is to determine the amount of the increase, if any. We have reviewed other similarly-situated cities to determine the compensation being paid to their councils and commissions. As a comment, due to the fact that the current compensation has not changed in over 20 years, any significant increase may appear unreasonable to the public.

As indicated, we have reviewed several council compensation formulas used by Florida Cities. There seem to be three more commonly used structures:

1. A straight monthly amount or annual amount without any provision for an increase unless approved by further action of the council. This is the structure that is in the current City Code.
2. A monthly amount or annual amount that is based on population growth and whereby the annual amount is increased as certain population milestones are met, i.e.: upon interval increases of 10,000 residents the set amount is increased.
3. A per capita amount applied to the city's population is used annually to calculate the base compensation.

(Note in almost all of the structures we reviewed, the mayor is provided an additional amount or stipend, as is the case in Clermont's current structure.)

After review of the various options and assuming the Council may wish to establish a structure that can be used for decades and more accurately reflect the qualifications and time obligations for council positions, we suggest that the straight per capita structure, with an additional stipend for the mayor position, be used. This structure allows for the council to establish an amount that it determines is reasonable and also provides for a simple and accurate calculation and adjustment on an annual basis. Finally, in event that the city's population would decrease, it provides for a corresponding reduction in compensation.

As a result of the foregoing, we have drafted the attached ordinance that amends Section 2-33 of the code and provides for a per capita compensation formula. To address the conflict issue described above and to ensure that any current councilmember who may vote on this ordinance will have to be re-elected before he or she receives the additional compensation, the ordinance has an effective date of January 1, 2019. On that date and every January 1 thereafter, the council and mayor salaries will be adjusted based on population. Additionally, the proposed ordinance includes an additional \$1,000 annually for the mayor position.

We understand that your intention is to present this issue to the Council for discussion and a determination on how they wish to proceed. If the Council is inclined to adopt a structure as set out in the attached proposed ordinance, then the final issue to be decided is the per capita amount. Our initial research of other cities reveals that area cities such as the City of Tavares and the City of Kissimmee have adopted a \$.40 per capita amount.

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

cc: Tracy Ackroyd

CITY OF CLERMONT
ORDINANCE No. 2016-43

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “CITY COUNCIL”, SECTION 2-33, “COMPENSATION OF MAYOR AND COUNCILMEMBERS” PROVIDING THAT EFFECTIVE JANUARY 1, 2019, BASE COMPENSATION FOR THE MAYOR AND COUNCIL SHALL BE CALCULATED AND AUTOMATICALLY ADJUSTED ANNUALLY AT THE RATE **OF PER RESIDENT OF THE CITY; AND PROVIDING FOR CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.**

NOW THEREFORE, be it ordained by the City Council of the City of Clermont, Lake County, Florida as follows:

SECTION 1.

Chapter 2 “Administration ”, Article II, “City Council”, Section 2-33, “Compensation of Mayor and Councilmembers” is hereby amended to read as follows (strikethrough depicts deleted language and underlined added):

Section 2-33, Compensation of Mayor and Councilmembers.

(a) ~~The mayor shall receive compensation or a salary of a \$400.00 per month. Reasonable expenses incurred in the performance of the duties of this office shall be paid by the city.~~

(b) ~~The city councilmembers shall receive compensation or salary of \$300.00 per month. Reasonable expenses incurred in the performance of the duties of this office shall be paid by the city.~~

(a) The Mayor shall receive an annual base salary of \$4,800 and City Councilmember shall receive an annual base salary of \$3,600. Effective January 1, 2019, the annual base compensation for City Council Members shall be automatically adjusted on January 1 of each year, calculated at the rate of \$. per resident. In addition thereto, the Mayor shall receive an additional stipend of \$1,000 per year. The calculation and compensation provided herein shall be based on the City's most recent estimate prepared by the Bureau of Economic and Business Research of the University of Florida, or such other reliable population index adopted by the Council by resolution. All compensation shall be paid in accordance with applicable law and the City's established policies and procedures for paying employees.

(b) In addition to the above, reasonable expenses incurred in the performance of the official duties of the offices of Mayor and Councilmembers shall be paid by the City.

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SECTION 2. 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 3. Severability.

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

SECTION 4. Conflict.

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

SECTION 5. Effective Date.

This Ordinance shall be published as provided by law and shall take effect after Second Reading and Final Passage. Provided however, this Ordinance and the salary increase authorized hereunder shall not be effective as to the Mayor and Councilmember, and the affected Mayor or Councilmember, shall not receive an increase, if the Councilmember was on the City Council at the time this Ordinance was approved and was not subsequently reelected or reappointed to the Council prior to the date any automatic adjustment would be implemented hereunder.

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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of December, 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

AGENDA ITEM

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Meeting Date		
Tuesday, October 25, 2016		
Agenda Item Name		
Ordinance No. 2016-48 <i>Introduction Medical Marijuana</i>		
Requested Action		
Recommend approval of Ordinance 2016-48.		
Staff Report		
The Florida Right to Medical Marijuana Initiative; Amendment 2, is on the November 8, 2016 ballot in Florida as an initiated Constitutional Amendment. The measure, upon voter approval, would legalize medical marijuana. The Constitutional Amendment language on the November ballot is: <i>No. 2 Constitutional Amendment Article X, Section 29 Use of Marijuana for Debilitating Medical Conditions</i> <i>Allows medical use of marijuana for individuals with debilitating medical conditions as determined by a licensed Florida physician. Allows caregivers to assist patients' medical use of marijuana. The Department of Health shall register and regulate centers that produce and distribute marijuana for medical purposes and shall issue identification cards to patients and caregivers. Applies only to Florida law. Does not immunize violations of federal law or any non-medical use, possession or production of marijuana.</i> The City of Clermont has prepared an Ordinance that would provide definitions in the City's code for marijuana and marijuana dispensaries. The Ordinance would regulate that a medical marijuana dispensary could locate only on properties with M-1 Industrial Zoning, and would require a Conditional Use Permit with restrictions as specified in the Ordinance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2016-48 med marijuana dispen w strikes.doc		
2. Legal Ad 2016-48 Medical Marijuana legal ad.doc		

CITY OF CLERMONT
ORDINANCE No. 2016-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATED TO MEDICAL MARIJUANA DISPENSARIES AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY AMENDING SECTION 82-12, "LAND USE DEFINITIONS" PROVIDING FOR DEFINITIONS OF MARIJUANA AND MARIJUANA DISPENSARIES AND AMENDING SECTION 122-264 "M-1-CONDITIONAL USES" PROVIDING MEDICAL MARIJUANA DISPENSARIES SHALL REQUIRE A CONDITIONAL USE; SETTING FORTH STANDARDS AND REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions and render municipal services; and

WHEREAS, pursuant to the referenced provision of the Florida Constitution, a city may exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," reinforces the authority granted under the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes, except when expressly prohibited by law and to enact Ordinances in furtherance thereof; and

WHEREAS, the within the above referenced grant of powers, the City of Clermont (the "City") has the authority to regulate land development and the use of property within the City for the protection of the public health, safety and welfare; and

WHEREAS, the City Council has determined that given the potential impact on the surrounding areas, that Medical Marijuana Dispensaries, if allowed by law, should be a conditional use permitted in limited areas of the City; and

WHEREAS, the City Council has determined that it is in the public interest to set certain distance and other standards regarding the operation of Medical Marijuana Dispensaries; and

WHEREAS, the City Council has found that a high proportion of sales in such facilities are cash sales, necessitating additional security procedures and precautions; and

WHEREAS, consistent with the findings stated above, the City Council has determined that adoption of this Ordinance is in the best interest of the public health, safety and welfare;

CITY OF CLERMONT
ORDINANCE No. 2016-48

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

SECTION 1.

The foregoing Whereas clauses are hereby ratified and incorporated as the legislative intent and findings supporting this Ordinance.

SECTION 2.

Section 82-12 “Land use definitions” of the Clermont Code of Ordinances is hereby amended to add the following definitions (underlined depicts added wording):

Section 82-12 - Land use definitions

Marijuana: The meaning given cannabis in Section 893.02(3), Florida Statutes, and shall include all forms of medical cannabis or low-THC Cannabis.

Medical Marijuana Dispensary: Any treatment center, entity, establishment, or portion thereof, which is lawfully licensed to acquire, cultivate, possess, process, transfer, transport, sell, dispense or administer marijuana, products containing marijuana, products derived from marijuana, related supplies, or educational materials. A pharmacy as defined in Section 465.003, Florida Statutes which employs a Florida License pharmacist onsite shall not be considered a Medical Marijuana Dispensary.

SECTION 3.

Section 122-264 “M-1 Conditional Uses” of the Clermont Code of Ordinances is hereby amended as follows: (underlined depicts added wording):

Section 122-264. M-1- Conditional uses.

(a) Conditional uses in the M-1 district are as follows:

- (1) Airports.
- (2) Junkyards.
- (3) Planned unit development per article IV of this chapter.
- (4) Utility facilities (i.e. electric transformers, gas regulator stations, etc.).
- (5) Adult entertainment establishments.
- (6) Medical Marijuana Dispensary.

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- (7) Conditional uses of the C-2 general commercial district not specifically listed as a permitted use in the M- 1 light commercial district, provided they meet the regulations of the C-2 district.
- (b) Other manufacturing or wholesale uses not listed as a permitted use may be considered as a conditional use, provided the requirements of Chapter 86, Article III, Division 3, and the following conditions are met:
- (1) The use is so located, site-planned and designed to avoid undue noise, odor, smoke, explosive hazards or any other nuisances or dangers to abutting properties.
 - (2) Adequate waste treatment, roadways and utilities can be provided.
 - (3) All applicable local, state and federal regulations regarding such use can be met.
 - (4) No wholesale or retail establishment may occupy more than 100,000 square feet.
- (c) Medical Marijuana Dispensary shall be subject to the following additional criteria:
- (1) Loitering. The Medical Marijuana Dispensary shall provide adequate seating for its patients and business invitees. The Medical Marijuana Dispensary shall not permit any patient or business invitee to stand, sit (including in a parked car), or gather or loiter outside of the building where the dispensary operates, including in any parking areas, for any period of time longer than that reasonably required to arrive and depart.
 - (2) Security. The owners shall have a review of the site with the City Police Department prior to opening and annually. It shall be the responsibility of the owner to schedule the reviews with the Department.
 - (3) No Drive through Service. No Medical Marijuana Dispensary shall have a drive through or drive in service. All dispensing, payment for and receipt of medical marijuana shall occur from inside the Medical Marijuana Dispensary.
 - (4) Alcoholic Beverages or Marijuana. No sale of alcoholic beverages or consumption or use of alcoholic beverages or marijuana shall be allowed on the premises, including in the parking areas.
 - (5) Separation Distances. A Medical Marijuana Dispensary shall not operate within two hundred (200) feet of any residentially zoned or residentially used property, or school existing or approved by the City at the time of application. All distance requirements shall be measured

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by drawing a straight line from the nearest property line of the protected use to the nearest property line of the proposed Medical Marijuana Dispensary.

(6) Operating Hours. Medical Marijuana Dispensaries shall not be allowed to operate between 7:00pm and 7:00am.

(7) Compliance with Other Laws. All Medical Marijuana Dispensaries shall at all times be in compliance with all federal and state laws and regulations, and the City of Clermont Code of Ordinances, as may be amended from time to time.

(d) In case of uncertainty of the classification of any public use, uses may be permitted which, after consideration by the Planning and Zoning Commission and approval of the City Council, are not more obnoxious to the district than the uses provided in this Section. All conditional uses must be provided per Chapter 86, Article III, Division 3.

SECTION 4. 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 5. 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 6. Codification.

The text of Sections 2 and 3 of this Ordinance shall be codified as a part of the Clermont City Code. The codifier is authorized to make editorial changes not affecting the substance of this Ordinance by the substitution of "article" for "ordinance", "section" for "paragraph", or otherwise to take such editorial license.

SECTION 7. Effective Date.

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

CITY OF CLERMONT
ORDINANCE No. 2016-48

PASSED AND ADOPTED by the City Council of the City of Clermont, this 8th day of November, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2016-48

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, RELATED TO MEDICAL MARIJUANA DISPENSARIES AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY AMENDING SECTION 82-12, "LAND USE DEFINITIONS" PROVIDING FOR DEFINITIONS OF MARIJUANA AND MARIJUANA DISPENSARIES AND AMENDING SECTION 122-264 "M-1-CONDITIONAL USES" PROVIDING MEDICAL MARIJUANA DISPENSARIES SHALL REQUIRE A CONDITIONAL USE; SETTING FORTH STANDARDS AND REGULATIONS FOR MEDICAL MARIJUANA DISPENSARIES; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, November 8, 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
October 18 & 25, 2016