

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, February 11, 2014**

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 extended by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATION

Robert Chandler
Lake County Economic Development & Tourism Director
Business Opportunity Center Update

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

Item No. 1 - Bid Award
*Oak Hill Cemetery Drive Access Improvements and
Budget Amendment*

Consider approval of bid award to
Boykin Construction, Inc. for the
construction of Oak Hill Cemetery drive
access improvements in the amount of
\$124,959.75 and a budget amendment of
\$84,819.

Item No. 2 - Bid Award
Place Branding Consultant and Budget Amendment

Consider approval of bid award to
Wilesmith Advertising Design for Place
Branding Consulting services in the
amount of \$61,500 and a budget
amendment of \$61,500.

Item No. 3 - Collective Bargaining Agreement

Consider approval of the Collective
Bargaining Agreement with the
International Association of Firefighters,
AFL-CIO, Clermont Professional
Firefighters Local 4350.

Item No. 4 - Storm Water and Easement
Agreements
Lilly's on the Lake

Consider approval of Lilly's on the Lake
request to use City driveway and City
storm water pond.

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, February 11, 2014**

UNFINISHED BUSINESS

Item No. 5 - Ordinance No. 2014-03
Table introduction to March 11, 2014

Request for a small-scale comprehensive plan amendment to change the future land use from Lake County Regional Office to Residential/Office.

Item No. 6 - Ordinance No. 2014-08; *Final*

Consider approval of including the City of Clermont in the countywide Municipal Service Taxing Unit to fund ambulance and emergency medical services for 3 years

NEW BUSINESS

Item No. 7 - Variance
Dicks Sporting Goods

Request for a variance to allow a wall sign over 200 square feet.

Item No. 8 - Hartwood Pines Request

Request to close second entrance on Hartwood Marsh Road.

Item No. 9 - Tree Fund Assistance Program

Discussion of a Tree Fund Assistance program.

Item No. 10 - Ordinance No. 2014-04
Table introduction to March 11, 2014

Request for a rezoning to change the zoning from Urban Estate to R-3 Residential/Professional zoning district.

Item No. 11 - Ordinance No. 2014-06; Introduction
Walgreens Right of Way Closing

Request to close East Magnolia Street.

Item No. 12 - Ordinance No. 2014-07; *Introduction*
Walgreens Rezoning

Request for a rezoning to change the zoning from R-2 Medium Density Residential and C-1 Light Commercial to C-2 General Commercial zoning district.

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.

Lake County Economic Development & Tourism Department

Business Opportunity Center Update

February 11, 2014



LAKE COUNTY
FLORIDA

Economic Development & Tourism

Business Opportunity Centers



Overview

- Lake County's Business Opportunity Centers (BOC) offer full-service business support to all businesses within the Lake County, regardless of size, industry or business cycle.

BOC Objective

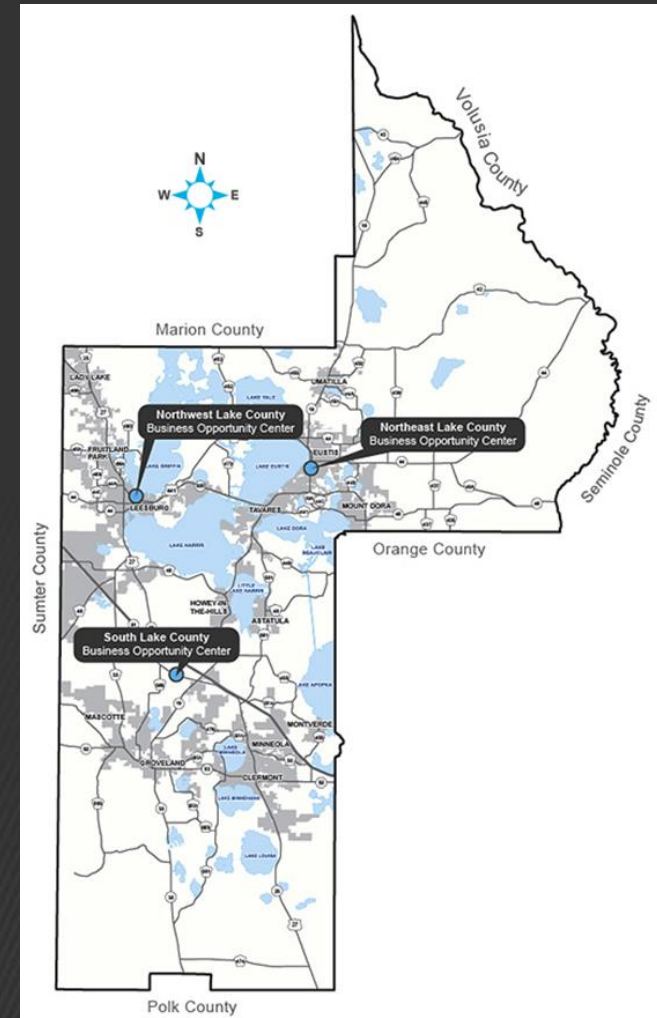
- For the Lake County BOC Program to be recognized as the premiere business assistance system in Florida, through the utilization of industry leading training, support services and business programs.

Economic Development & Tourism

Business Opportunity Center Update

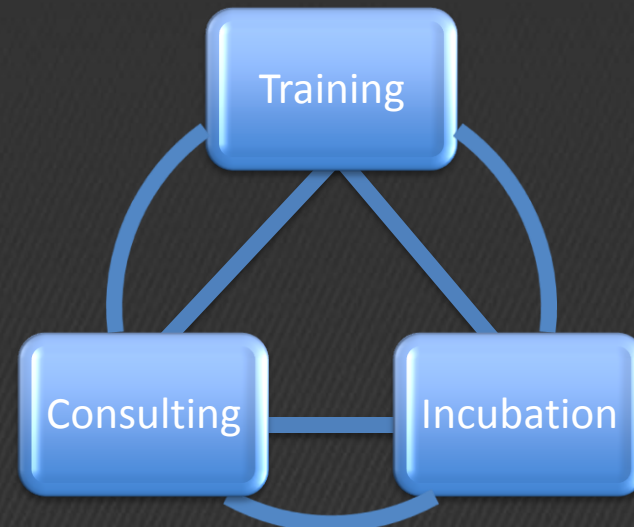
Background

- Launched Sep. 2012
- Three Locations:
 - Eustis
 - Groveland
 - Leesburg
- 2013 Report Card
 - Support Services = B
 - Incubator = D
- No financial aid request for 2014



Year 1 Lessons

- Training, consulting and incubation are intertwined
- SBDC and LSSC functions do not operate in “silos”
- All functions of BOC must be managed as one seamless entity



Year 1 Lessons

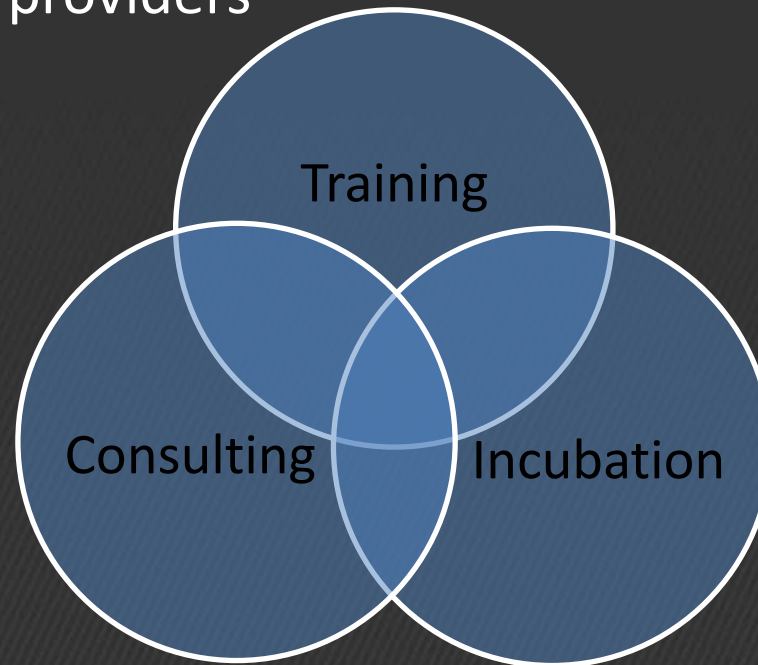
- Definition of “Incubator Program” is expanding
- Programs were not marketed effectively
- Not enough classes were offered
- Finding and securing funding is number 1 challenge
- Need more participation from business community

Redefined Mission Statement

“The BOC is a comprehensive business support ecosystem designed to connect business innovators, market experts, customers and capital providers for the purpose of transforming business ideas into viable business ventures.”

Revised Operational Structure

- Repositioning of services offered
 - Training, Consulting, Incubation
- More focus on relationships between services
- Less focus on providers



Training

- What:
 - Educational classes, seminars and workshops
- New for 2014:
 - Discontinued LSSC Entrepreneurial Institute
 - All classes and seminars now offered through SBDC
 - Local professionals teaching classes
 - Classes offered at North and South Lake @ LSSC campuses
 - Most classes free
 - Some specialty classes charge a small fee

Training

- Classes offered in Year 1:
 - Business Plan Writing Made Easy
 - Start-Up Basics
 - Doing Business With the Government
- New classes to be added in 2014:
 - Marketing Basics
 - Social Media
 - Bookkeeping/Taxes
 - Insurance Basics
 - Legal Basics
 - Finance Basics
 - Communication Channels

Consulting

- What:
 - No charge, professional one-on-one consulting with a Certified Business Analyst (CBA)
 - CBA's must complete intensive training before being certified and must attend annual training to keep certification
 - Services offered to all stages and sizes of businesses
- New for 2014:
 - 2nd Certified Business Analyst added to staff
 - Greater focus on helping businesses find and secure funding

Incubation

- Traditional Model:
 - Supports the growth and development of start-up businesses
 - Application Screening Process
 - Affordable office space
 - Periodic reviews of the firm's progress in sales, marketing and projected growth
 - Provides continued training, mentoring and consulting services
 - Graduation in 2-5 years

Incubation

- New for 2014:
 - Pre-incubator concepts are becoming more popular:
 - Co-working spaces
 - Executive suites
 - Meeting space
 - E-centers
 - Incubator must diversify from long-term rental model
 - Proactively recruit incubator clients
 - Better partnerships with edu. partners and bus. community
 - Explore possibilities of incubators at Lake Tech and LSSC
 - Support and market current and graduated incubator clients

Marketing

- No traditional marketing in Year 1
- Fragmented web presence
- New for 2014:
 - Advertising blitz to start year
 - New branding and print collateral
 - Print media, billboards, LSSC TV Channel, Social Media, Chamber directories
 - Consolidated web presence @ www.LakeBOC.com
 - Basic info
 - Calendars
 - Training and consulting sign-ups

Next Steps

- 12/13 – 2/14: Community engagement
- 2/14: Advertising campaign launch
- 3/14: Networking event
- Quarterly reporting begins
 - Metric based accountability
- 4/14: Explore co-working and shared space concepts
- Form BOC Advisory Board
- 6/14: 6-month review
 - Must evolve and adapt program, as necessary
- Summer 2014 Shark Tank Project

Thank You



LAKE COUNTY
FLORIDA



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date		
Tuesday, February 11, 2014		
Agenda Item Name		
Bid Award <i>Oak Hill Cemetery Drive Access Improvements and Budget Amendment</i>		
Requested Action		
MOTION TO APPROVE: Contract between Boykin Construction, Inc. and the City of Clermont to provide Oak Hill Cemetery drive access improvements and a budget amendment in the amount of \$84,819.		
Staff Report		
The Public Works Department contacted the Purchasing Division to determine the most cost effective manner to improve drive access to Oak Hill Cemetery. The Purchasing Division issued a Request for Bid (RFB) number 14-015 on December 11, 2013 to solicit qualified respondents to provide the drive access improvements. The project consists of constructing approximately 1,530 Linear Foot of 10-foot wide concrete drive; intersection improvements at Desoto Street including concrete drive connection and sidewalk improvements; and residence driveway adjustments to proposed concrete drive. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were five (5) responses to the RFB. The award recommendation is being made to Boykin Construction, Inc. in the final completion lump sum price of \$124,959.75.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
The project was budgeted in FY 2013 for the total amount of \$54,000. Considering the amount of unexpended funds that will be carried forward to FY 2014, a budget amendment in the Infrastructure Fund of \$84,819 is requested.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$124,959.75	12542-66309-42100	\$40,140.00
Exhibits Attached (copies of original agreements)		
1. Response Tabulation RFB 14-015 Response Tabulation.pdf		



**City of Clermont
PURCHASING DIVISION
RESPONSE TABULATION**

**RFB 14-015, OAK HILL CEMETERY DRIVE ACCESS IMPROVEMENTS
DUE DATE/TIME: JANUARY 23, 2014 AT 2:00 P.M. (EST)**

COMPANY NAME	TOTAL PRICE
Boykin Construction, Inc. – Minneola, FL	\$124,959.75
Allstate Paving, Inc. – Orlando, FL	\$128,900.00
Jordan Brothers – Orlando, FL	\$146,574.00
Atlantic Constructors Corp. – Orlando, FL	\$163,056.00
Price Construction, Inc. – Orlando, FL	\$178,872.00



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date		
Tuesday, February 11, 2014		
Agenda Item Name		
Bid Award <i>Place Branding Consultant and Budget Amendment</i>		
Requested Action		
MOTION TO APPROVE: Contract between the City of Clermont and Wilesmith Advertising Design in the amount of \$61,500 and a budget amendment of \$61,500.		
Staff Report		
THE EVALUATION COMMITTEE RECOMMENDS APPROVAL OF THE ABOVE ACTION. The City Manager's office contacted the Purchasing Division to determine the most cost effective manner to develop a long range branding strategy of the City of Clermont. The Purchasing Division issued a Request for Proposal (RFP) number 14-010 on November 15, 2013 to obtain the services of qualified consultants for place branding services. The RFP was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were ten (10) responses to the RFP. A selection/evaluation committee composed of seven (7) City staff members (six voting members and one non-voting member) reviewed, scored and ranked the proposals. Wilesmith Advertising Design was the top ranked firm selected for their qualifications, knowledge and experience of brand development, strategy and marketing approach. The Purchasing Manager entered into negotiations with Wilesmith Advertising Design which resulted in a 21.6% reduction in fees from \$74,800 to \$61,500 for a savings of \$13,300. In addition to the fees, the project milestones were revised from the original 46 weeks stated in the proposal down to 42 weeks. The award recommendation is being made to the most qualified respondent Wilesmith Advertising Design.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
The current budget does not include any funds for the place branding consulting fees, therefore, a budget amendment is requested.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$61,500.00	10519-53100-19101	\$0.00
Exhibits Attached (copies of original agreements)		

1.	RFP Evaluation Summary	RFP 14-010 Evaluation Summary.pdf
2.	RFP Ranking Order	RFP 14-010 Ranking Order.pdf



City of Clermont Shortlist Summary

RFP No. 14-010 PROJECT TITLE: Place Branding Consultant

Meeting Location and Time:

Thursday, January 16, 2014 @ 3:00 P.M. 2nd Floor Conference Room

Selection Committee Members:

Jim Hitt

Barbara Hollerand

James Kinzler

Charles Broadway

Doris Bloodsworth

Darren Gray (non voting member)

Freddy Suarez (non voting member)

Shortlisted Firms:

GOLD & Associates, NOISE, Wilesmith Advertising

	Points Received	Points Received	Points Received	Points Received	Points Received	Total Points
R.M.A.	84	57	77	68	64	350
That! Company	59	46	50	71	43	269
Aqua Marketing	76	76	62	72	62	348
Different Perspective	53	31	52	49	25	210
Chisano Marketing	74	65	53	71	67	330
GOLD & Associates	75	80	80	68	59	362
Avant Marketing	7	56	64	63	35	225
NOISE	76	83	76	77	70	382
Wilesmith Advertising	92	85	89	80	75	421
Foresight Design	72	82	51	58	63	326
NOTES:						



**CITY OF CLERMONT
PURCHASING DIVISION**

January 31, 2014

RFP 14-010, Place Branding Consultant

After presentations from the shortlisted firms, the Evaluation Committee ranked the following firms as provided below:

Company Name	RFP Ranking
Wilesmith Advertising	1
GOLD & Associates	2
NOISE	3



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date					
Tuesday, February 11, 2014					
Agenda Item Name					
Collective Bargaining Agreement					
Requested Action					
MOTION TO APPROVE: Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350.					
Staff Report					
The Collective Bargaining Agreement with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 for the period October 1, 2012-September 30, 2015 is recommended for approval. The most significant items in the contract are the inclusion of merit increases, paramedic incentive pay increases, a 20 year and out pension option and an increase to the firefighter pension contribution percentage. The agreement was recently ratified by the union membership.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
The fiscal impact of the agreement is included in the current year budget.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Collective Bargaining Agreement			Firefighter Contract.docx		

Collective Bargaining Agreement

Between the

**International Association of Firefighters, AFL-CIO –
Clermont Professional Firefighters Local 4350**

And the

City of Clermont, Florida

October 1, 2012 through September 30, 2015

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Preamble

This agreement is entered into by and between the City of Clermont hereafter referred to as the “City” or “employer” and the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350 hereafter referred to as the “Union.”

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

In this Agreement, the terms “Clermont,” and “the City,” refer to the employer, the City of Clermont and its Fire Department. The terms “bargaining unit member,” “member,” or “employee,” refers to the full-time certified Firefighters employed by the City of Clermont in the classification of Firefighters, Firefighter/Inspectors, Fire Inspectors/Plans Examiner and Fire Lieutenants.

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

Article 1

Recognition

- 1.1 The City hereby recognizes the International Association of Firefighters, AFL-CIO Clermont Professional Firefighters Local 4350, as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours and other conditions of employment for those employees of the City of Clermont working within the certified bargaining unit, as established by order of the Florida Public Employees Relations Commission (PERC).

Article 2

Prevailing and Management Rights

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

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

Article 3

Indemnification

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

Article 4

Non-Discrimination

- 4.1 There shall be no discrimination against any employee covered by this Agreement because of race, religious creed, color, national origin, sex/gender, age, disability, marital status, veteran status, political affiliation or sexual orientation as prohibited by State or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City recognizes that pursuant to Florida Statutes, employees covered by this Agreement shall have the right, without interference, intimidation, coercion or retaliation to engage in concerted activities not prohibited by law, for the purpose of collective bargaining or other mutual aid or protection, or to refrain from engaging in such activities.
- 4.4 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, veteran status or political affiliation. However, the parties also recognize that the City has established an internal procedure to investigate and resolve alleged cases of discrimination that is in addition to existing and adequate procedures established by the State of Florida and the Federal Government. Accordingly, it is agreed that allegations of employment discrimination as described above cannot be processed through the contractual grievance/arbitration procedure.

Article 5

Administrative Investigations

- 5.1 Administrative investigations of bargaining unit members will be conducted in accordance with Florida Statute 112.80, ET. seq., known as the Firefighters' Bill of Rights.
- 5.2 The parties have incorporated by reference the statutory bill of rights in this Agreement to enable them to elect to invoke the grievance-arbitration procedure to remedy any alleged denial of rights, and not to effect any change in substantive rights under the statute as repeated herein. An employee may pursue enforcement of these rights through arbitration or in the courts, but if the bargaining unit member chooses to enforce these rights in court, the City is not obligated to arbitrate over these same issues. Should the referenced Statute be amended by legislature or court action during the course of this Agreement, the amendments will be incorporated and applied without further negotiation by the parties to this Agreement.
- 5.3 No bargaining unit member shall be disciplined in any manner or otherwise discriminated against in regard to his/her employment or appointment, or be threatened with any such treatment, by reason of his/her exercise of the rights granted by the Firefighters' Bill of Rights.
- 5.4 If a bargaining unit member is the subject of an administrative investigation, he/she at the discretion of the Fire Chief may be allowed to continue performing his/her regular duties or be reassigned to reasonable alternative departmental duty or placed on administrative leave with no loss of pay or benefits until such time as the investigation is completed and disciplinary action, if any, has been determined. Prior to the completion of the investigative report, the bargaining unit member will be provided at no cost a copy of the preliminary report and supporting documentation and an opportunity to address the findings with the investigating officer.
- 5.5 The investigation findings under this Article will be classified as follows:
 - A. Unfounded – The complaint is false or non-factual.
 - B. Valid – There is sufficient information or evidence to substantiate the complaint.
 - C. Invalid – There is insufficient information or evidence to prove or disprove the complaint.
- 5.6 A complete copy of the investigative report and supporting documentation will be provided to the bargaining unit member and placed in the Fire Department's Administrative Investigation File. The report summary and discipline, if any will be placed in the personnel file.

Article 6

Professional Standards and Disciplinary Action

- 6.1 It is a statutory right of the City to establish rules and standards of performance and to discipline employees in accordance with those standards. When discipline is applied, the City shall, when possible, use a system of "progressive discipline" that uses an appropriate form of corrective action to obtain its intended purpose, which is to correct inappropriate conduct. However, there are situations where conduct is such that more severe discipline may be warranted without progressive applications. Employees will not be discharged or disciplined without proper cause.
- A. Supervisory personnel are delegated the authority and responsibility for the proper direction, effectiveness, efficiency, conduct, and discipline of subordinate personnel assigned to them, subject to review by the Fire Chief.
 - B. Prior to any disciplinary action being taken, management will investigate as appropriate to determine the applicable facts and evidence which would support or not support the disciplinary action. If the investigation is reasonably expected to result in disciplinary action involving loss of pay or termination, such investigation will be conducted in accordance with Article 5 of this Agreement.
- 6.2 Counseling: Supervisors are responsible for counseling employees when necessary to improve performance. Counseling is not considered discipline and is not subject to the grievance process. Supervisors may retain supervisory notes on counseling. Counseling records are considered public records and shall be maintained in the employee's personnel file.
- 6.3 Discipline is an action initiated and administered when positive corrective measures designed to train or effect behavior change are unsuccessful in attaining satisfactory employee performance; or action initiated and administered by supervisors when an employee commits a pronounced deviation regarding a rule, order, directive or procedure. Discipline may take the form of:
- A. Reprimand: Recorded admonishment of a deficiency or poor performance.
 - B. Suspension: An unpaid period of time of not less than one day and not more than one pay period. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.

D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a Firefighter under Florida Statutes, he/she shall be terminated and shall not be entitled to any back pay or benefits.
- 6.5 If a bargaining unit member who is suspended pending final court disposition of criminal charges is convicted, pleads guilty or nolo contendere to or plea bargains to a misdemeanor offense that does not disqualify him/her under Florida Statutes, the bargaining unit member shall not be entitled to any back pay or benefits upon return to full duty.
- 6.6 All disciplinary action taken toward non-probationary bargaining unit members is subject to grievance.
- 6.7 Bargaining unit members shall be required to observe and comply with written regulations governing their employment as set forth in Department Operating Guidelines and written communications issued by the Department or the City, including the City's Personnel Policy, to the extent that such rules or directives are not in conflict with this Agreement.
- 6.8 No disciplinary action will be taken for violation of a rule or regulation until seventy-two (72) hours after posting or distribution of the rule or regulation.
- 6.9 Documentation by supervisors of incidents, acts, or behavior potentially leading to disciplinary action is essential. Record keeping must identify dates, times and circumstances. The affected bargaining unit member shall be notified within a reasonable time when such data is being created and retained.
- 6.10 If disciplinary action is proposed that includes termination, demotion, or suspension without pay, the bargaining unit member will be provided a complete copy of the final investigative report and supporting documents and an opportunity to discuss the proposed discipline with the Fire Chief in a pre-disciplinary hearing prior to the effective date of such action. The bargaining unit member will be given notice of the pre-disciplinary hearing seven (7) calendar days prior to the hearing.
- 6.11 Within fourteen (14) calendar days of the conclusion of the pre-disciplinary hearing, the Fire Chief shall notify the bargaining unit member of his/her final decision in respect to the form of discipline, if any.

Article 7

Personnel Records

- 7.1 The bargaining unit members' official personnel files are to be maintained in the City's Human Resources Department. -
- 7.2 With the exception of those exemptions noted in Florida Statutes, records in the bargaining unit members' personnel files are public records and available for inspection. The release and disclosure of any records in these files will be under the authority of the City Clerk.
- 7.3 Bargaining unit members shall have the right to inspect and make copies of their personnel files at no charge. The records shall be made available during regular business hours.
- 7.4 Bargaining unit members shall be notified within a reasonable time frame when any personnel file record has been released in accordance with the public records laws. Documentation noting the date and identity, if known of the individual/organization requesting the personnel file record shall be placed in the personnel file.
- 7.5 The City agrees that a bargaining unit member shall have the right to include in his/her personnel file a written refutation of any material he/she considers to be detrimental.

Article 8

Work Period and Work Shift

- 8.1 The work period for twenty-four hour bargaining unit members shall be twenty-eight consecutive days as provided for in Section 7 (k) of the Fair Labor Standards Act. The work period for eight (8) hour bargaining unit members shall be seven (7) consecutive days.
- 8.2 The work schedule for twenty-four (24) hour bargaining unit members shall be twenty-four (24) continuous hours on duty starting at 8:00 a.m. followed by forty-eight (48) continuous hours off duty. An eight (8) hour bargaining unit member's work schedule shall consist of five (5) days on and two (2) days off with their starting and ending times determined by the Fire Chief.
- 8.3 As noted in Article 2.2.B. of this Agreement, the City has the right to change individual work schedules (starting and ending times and days on/off) as needed. The City will give as much advance notice as possible when adjustments are made.
- 8.4 Each eight (8) hour bargaining unit member will be entitled to a one (1) hour unpaid lunch break. The time period for the breaks must be approved by the bargaining unit members' supervisor prior to the bargaining unit member taking the break.
- 8.5 Whenever a shift rotation occurs or a bargaining unit member rotates to a new shift, bargaining unit members shall be entitled to at least the number of hours equal to one scheduled shift of off-duty time prior to returning to work.
- 8.6 The bargaining unit members assigned to shifts shall have the opportunity to pick their desired shift by seniority provided the operational needs of the department are satisfied. Seniority shall be based on the department's Time in Grade Seniority List (Article 27.9). The shift picks or bids will occur annually. The City retains the right to determine the number of slots available on each shift. -
- 8.7 Twenty-four (24) hour bargaining unit members shall have one (1) twenty-four (24) hour shift off unpaid every twenty-eight (28) day cycle ("Kelly Day"). The City will give as much advance notice as possible when scheduling adjustments are made.

Article 9

Overtime, Overtime Pay and Compensatory Time

- 9.1 Overtime is defined as time worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period as provided for in Section 7(k) of the Fair Labor Standards Act for twenty-four (24) hour bargaining unit members and in excess of forty (40) hours in a seven (7) day period for eight (8) hour bargaining unit members.
- 9.2 For the purposes of computing overtime, compensatory leave, sick leave, bereavement leave, annual leave, holiday leave, military leave, jury duty and any other absence from work while on paid status will not be considered time worked.
- 9.3 Overtime must be assigned or authorized by management; an employee is not entitled to assign or approve overtime to him/herself. Overtime shall be scheduled in accordance with the procedures herein, except in instances of declared emergency.
- 9.4 In an effort to create the equitable distribution of overtime, the City agrees to use the following methodology when assigning or scheduling overtime to bargaining unit members. The City shall maintain two lists which shall comprise the members in the rank of firefighter and fire lieutenant. The list of firefighters shall contain a list of certifications consistent with the Department's Operating Guidelines. A notification for overtime opportunity shall be sent to all members who meet the qualification(s) for the position which needs to be staffed, based on certifications necessary for the position needing coverage. All interested members shall have ten (10) minutes to reply in instances of immediate vacancy or twenty (20) minutes to reply for pre-scheduled vacancies in order to be eligible for the overtime opportunity. After the ten minute timeframe the member who is highest on the overtime list, and who responded to the notification, shall receive the overtime. It is understood that all members who reply to the original notification shall assume the responsibility of accepting the overtime opportunity should their name be highest on the list. Acceptance of an overtime opportunity shall cause the member to be moved to the bottom of the list. Only acceptance by a member shall cause them to move to the bottom of their respective list. At no time shall a member be moved from the top of the list until such time as they have accepted an overtime opportunity which is greater than ten (10) consecutive hours. No member who is required by the department to take overtime due to a mandatory situation shall move from their current spot on the list, even if it is greater than ten (10) consecutive hours. If at any time, a member feels that they do not want to be part of either of the two overtime lists, that member shall be allowed to write a letter to the Fire Chief stating his/her intentions. Such member may revoke this letter at his/her discretion. _
- 9.5 The Fire Chief has the authority to waive the requirements of Article 9.4 in the event of an actual or pending emergency.

- 9.6 Overtime worked shall be compensated at one and one-half (1.5) times the bargaining unit member's regular rate of pay as defined in the Fair Labor Standards Act.
- 9.7 In lieu of receiving cash for overtime worked in excess of two-hundred twelve (212) hours in a twenty-eight (28) day period or forty (40) hours per workweek, as applicable, employees may request compensatory time.
- A. Equivalent compensatory time for each overtime hour worked based on Article 9.4 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Human Resources Department.
 - B. The maximum accrual of compensatory time is seventy-two (72) hours for twenty-four (24) hour shift employees and forty (40) hours for eight (8) hour shift employees. When an employee has reached his/her maximum accrual, the City will include payment for any subsequent overtime in the employee's paycheck.
 - C. A bargaining unit member who has accrued compensatory time and requested use of this compensatory time shall be permitted to use such time off within a reasonable period after making the request, if such use does not unduly disrupt the operations of the Department. The minimum time period for use of compensatory time is four (4) hours for twenty four (24) hour shift employees and one (1) hour for eight (8) hour shift employees.
 - D. Bargaining unit members may use compensatory time accrued in conjunction with the use of vacation leave.
 - E. Upon termination of employment, for whatever reason, the remaining balance of accrued compensatory time will be paid to the terminated employee (or his/her designated beneficiary or estate in the case of the employee's death) at the rate of pay in effect for him/her at that time.

Article 10

Extra-Duty

- 10.1 Call out time is defined as any time a bargaining unit member is called into work when he/she is off duty. Call out hours shall be paid for actual time worked with a minimum of two (2) hours. In the event of multiple call-outs, the two (2) hour requirement shall not apply to those call-outs incurred within two (2) hours of the first call-out clock-in time. If the call-out consists only of telephone calls, the actual time of the call will be paid, without regard to a minimum time. Call out hours paid will be considered time worked for purposes of overtime calculation in the work period in which the call outs occurred. –
- 10.2 On call duty is defined as off-duty time when a bargaining unit member is ordered by the Fire Chief, or his designee, to be readily available and prepared to perform actual work when the need arises during off-duty hours. Members in an on call status shall receive a weekly supplement of \$75.00, which shall be added to his/her base annual salary during the week he/she is on call. If a bargaining unit member is called out for duty, the bargaining unit member will be compensated in accordance with Article 10.1.

Article 11

Annual Leave

11.1 Bargaining unit members are entitled to the same annual leave benefits available to all other employees of the City, with the exception that twenty-four (24) hour shift bargaining unit members may not use their available accrued annual leave in increments less than four (4) hours per shift. –

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

<u>Employee Type</u>	<u>Maximum</u>
8 hour	320 hours
24 hour	400 hours

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

Article 12

Sick Leave

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

Article 13

Bereavement Leave

- 13.1 Bargaining unit members are entitled to up to three (3) consecutive shifts of bereavement leave upon approval of the Fire Chief in the event of a death of a family member. The member shall submit proof of death before compensation is approved.
- 13.2 Family members are defined as spouses, children, step children, parents, step parents, parents in law, step parents in law, siblings, step siblings, grandparents, step grandparents, grandchildren and step grandchildren.
- 13.3 If additional time off is necessary, annual leave or compensatory leave may be used, with the approval of the Fire Chief.

Article 14

Leave of Absence Without Pay

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

Article 15

Military Leave and Military Duty

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

Article 16

Workers' Compensation/Injury Leave

- 16.1 The City provides workers' compensation insurance, in accordance with Florida Statutes, and through its carrier will provide medical and compensation benefits to employees who sustain an injury as a result of and arising out of employment by the City. Initial determination as to whether an injury is compensable will be made by the carrier. Disputes concerning compensability of injury or type or amount of compensation shall be resolved through existing legal process as defined by Florida Statute and shall not be subject to grievance under this Agreement.
- 16.2 Members recognize a duty to promptly report any injury occurring while on the job, and to cooperate in providing any information necessary to process a claim.
- 16.3 The City is entitled to select the physician who will examine or reexamine the injured employee; however, the injured employee shall have the discretion of a physician of his/her own choice to the extent that the physician selected is approved by the carrier and providing all reports and charges of the physician comply with applicable Workers Compensation law.
- 16.4 Any disagreement between medical doctors for the member and the City, or in the selection of a physician shall be resolved as outlined in Florida Statutes and the Workers Compensation Managed Care Grievance Procedure.
- 16.5 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.6 A bargaining unit member who receives a job related injury within twelve (12) months of employment with the City shall not be entitled to injury leave. Bargaining unit members shall be required to use any eligible personal leave during this period.
- 16.7 A bargaining unit member who receives a job related injury after twelve (12) months of employment with the City shall be paid injury leave at full pay for a period not to exceed two hundred (200) hours. Workers compensation payments issued during the period of injury leave shall be signed over to the City.
- 16.8 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members' regular wages.

Article 17

Vehicles

- 17.1 The City shall equip fire apparatus in such a manner as to allow bargaining unit members to perform the duties and responsibilities of their position. The Fire Chief shall determine the type of equipment to be used.
- 17.2 All maintenance, repairs, fuel costs, and insurance for fire department vehicles shall be the responsibility of the City.
- 17.3 If a bargaining unit member feels that a vehicle or other equipment is unsafe and therefore unfit for service because it is a hazard to him/her or the public, or both, he/she shall immediately inform his supervisor. If the Shift Commander concurs, the unsafe vehicle or other equipment shall not be used. No vehicle or piece of equipment shall be released back for duty use until inspected and determined safe or repaired by competent mechanical personnel. Should the supervisor not concur, the bargaining unit member shall document such unsafe condition(s) and forward it to the Fire Chief via the chain of command.
- 17.4 With respect to vehicles, the term “unsafe” shall be as defined in the Departmental Operating Guidelines.
- 17.5 If the nature of the vehicle problem is such that it should not be driven, the vehicle shall be taken out of service at the location where it is deemed unsafe. A bargaining unit member shall not be required to deliver such unsafe vehicle to place of repair. However, if the nature of the unsafe condition is such that the bargaining unit member can drive the vehicle to a place for repair, without hazard to himself/herself or the public, he/she shall do so, if ordered to do so by his/her Supervisor.
- 17.6 Bargaining unit members shall not be required to perform major repairs on vehicles or facilities. However, bargaining unit members are expected to check fluids and perform preventive maintenance on vehicles and facilities.
- 17.7 Bargaining unit members required to use their personal vehicles in the performance of any assigned duties shall be reimbursed per the City’s Personnel Policy.
- 17.8 Bargaining unit members assigned to certain positions may be allowed to drive City vehicles home, based on specific authorization by the City Manager. In the event a member is transferred to a position that does not require the use of a take home vehicle, the member’s use of a take home vehicle shall cease. Members shall be required to use such vehicles in accordance with the City’s Take Home Vehicle Policy in effect at the time unless otherwise stipulated in this Agreement.

Article 18

Personal Day

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

Article 19

Insurance

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

Article 20

Union Representatives and Business

- 20.1 The City shall recognize the officers of the Clermont Firefighters Union, Local 4350 as the official representatives of the Union, and shall consider them the sole contact with Union members in regard to the terms and conditions of employment and contract matters, subject to bargaining.
- 20.2 The Union will be permitted to use the training room or conference room at no cost for meetings of Local 4350 scheduled after 5:00 PM, as available, providing arrangements have been made in advance in accordance with normal scheduling procedures. Other than those acting in official capacity as union representative, no employee covered by this Agreement may attend Union meetings during his/her scheduled work hours unless specifically authorized by the Fire Chief or his designee.
- 20.3 Wall space, equivalent to approximately one-third (1/3) of the fire station's bulletin board space, will be allowed as approved by the Fire Chief for the purpose of posting notices and announcements pertaining to Union business.
- 20.4 The Union shall not post any material that is obscene, defamatory or that impairs the operation of the Department or the City. Any intentional violation of this provision by the Union may result in the privilege of such use of the bulletin board being withdrawn.
- 20.5 The Union shall be permitted to use the City's electronic mail system and telephone to transmit information related to Local 4350 to bargaining unit members provided such communications do not unduly interfere with City work. Said electronic mail shall also be available for review by appropriate City officials. The Union and Unit members shall not transmit any material which would violate the City's Electronic Mail Policy.
- 20.6 The Union shall be granted up to one (1) hour during new firefighter orientations to explain jointly with a management officer the provisions of this agreement and the functions of the Union.
- 20.7 The City shall allow such internal Union business as membership recruitment, campaigning for union office, distribution of literature, and all other Union activities during reduced activity periods.
- 20.8 The City shall allow the Union to continue to raise, collect and obtain monies benefiting the Muscular Dystrophy Association and to present those monies as a joint effort between the City of Clermont and the Union. Times and locations of collections shall be approved by the Fire Chief or his designee.

Article 21

Reduction in Work Force

- 21.1 Layoff - In the event of a layoff for any reason, regular full-time employees shall be laid off in inverse order of seniority.
- A. “Seniority” for purposes of this Article is defined as the length of uninterrupted time since the most recent hire by the City.
 - B. Seniority is earned within the Department and also within the City. Departmental seniority will be given first consideration; if departmental seniority is equal (in terms of date), then City seniority will govern.
 - C. Employees in temporary status will be laid off first, followed by employees in probationary status. No permanent employee shall be laid off while another person in the same class is retained on an emergency, temporary or probationary basis by the City.
- 21.2 Exceptions to Layoff - If the Fire Chief should find that a specific employee should be retained despite a lower seniority because of special skills, abilities or training that are essential to the efficient operation of the department or the organizational unit, the Chief shall submit a written request to the City Manager that sets forth in detail the specific skills, abilities or training possessed by the member and the reasons the member is essential to the effective operation of the department. A copy of the request will also be delivered to the Local 4350 Executive Committee at the same time as submitted to the City Manager. Absent formal objection by the union through the grievance process and upon approval of the City Manager, the member may be retained.
- 21.3 Alternatives to Layoff - Any member scheduled to be laid off shall be offered an alternate position if qualified and if a suitable vacancy exists. A member may not “bump” another permanent employee from his/her position in order to avoid layoff.
- 21.4 Notice of Layoff - Prior to notification of those affected, the names of all bargaining unit members scheduled for layoff will be provided to the City Manager and to the Executive Committee of Local 4350. Such notice will include information of job class and seniority of those affected and will reference any request for out-of-seniority as provided in 21.2, above. Absent formal objection by the union through the grievance process and upon approval by the City Manager, layoff notices will be sent to the bargaining unit members affected. Bargaining unit members shall be notified in writing by the Fire Chief of their layoff at least fourteen (14) calendar days prior to the effective date of the layoff.

21.5 Recall

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

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

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

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

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from their pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Clermont Firefighters Union, Local 4350 reasonably thereafter.
- 22.3 The Union will initially notify the City as to the amount of the dues to be deducted. Such notification shall be to the City in writing over the signature of the president or vice-president of Local 4350.
- 22.4 Changes in the amount of the union dues to be deducted will be certified to the City in the same manner and shall be done thirty (30) calendar days in advance of the effective date of such change.
- 22.5 The Union agrees to indemnify and hold harmless the City, its agents, employees and officials from and against any claims, demands, damages or causes of action (including but not limited to claims based upon clerical or accounting errors caused by negligence) or any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this Article, and agrees to defend at its sole expense any such claims against the City, or its agents, employees or officials. The term officials as used herein includes elected or appointed officials.

Article 23

Grievance Procedure

- 23.1 The purpose of this Article is to establish processes for the fair, expeditious and orderly adjustment of grievances regarding contract and disciplinary disputes or disagreements between the City of Clermont, the Clermont Fire Department and Local 4350 and its bargaining unit members involving the interpretation or application of this Agreement.
- 23.2 Any formal grievance filed shall be in writing and shall set forth the provision or provisions of this Agreement alleged to have been violated and the facts pertaining to the alleged violation(s) and the date of the violation(s). The grievance shall be signed by the grievant and an Officer of Local 4350. Grievances submitted which do not contain the above information and/or are incomplete, shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 23.3 Nothing in this section shall be construed to prevent a bargaining unit member from presenting, at any time, his own grievance without representation.
- 23.4 A bargaining unit member who wishes to submit a grievance must submit a grievance in writing within seven (7) calendar days after the occurrence of the matter from which the grievance arose. A grievance not appealed to the next step within the time limits established by this procedure shall be considered settled on the basis of the last answer provided by management.
- 23.5 In advancing grievances, the grievant bargaining unit member(s) or Local 4350 and management may call a reasonable number of witnesses to offer testimony. Either party may call witnesses as needed. Hearings shall be continued to facilitate appearance of witnesses who are Department employees, whose presence would otherwise conflict with Department needs.
- 23.6 The formal grievance procedures are as follows:

Step One

- The bargaining unit member and/or Clermont Firefighters Union, Local 4350, shall file the grievance, in writing, with the Fire Chief within seven (7) calendar days of the occurrence of the event giving rise to the grievance.
- The Fire Chief will conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless the Fire Chief chooses to grant the requested relief without further proceedings. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff, or any person not affiliated with Union Local 4350. The Fire Chief shall

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

Step Two

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

Article 24

Arbitration

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

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

Article 25

Employee Educational Assistance

- 25.1 The City will reimburse bargaining unit members for the cost of tuition, books and fees under the following conditions:
- A. The course must be directly related to the job performed by the member or a required course for a degree that is directly related to the job performed by the member.
 - B. The course must be approved by the Fire Chief and the City Manager and is subject to budgetary constraints.
 - C. Only specific courses for a specific semester will be approved. Blanket approval of courses will not be granted.
 - D. The course must be at a nationally or regionally accredited institution.
 - E. Reimbursement shall be made upon completion of the approved course and submission of the course final grade.
- 25.2 The City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of seven hundred fifty (\$750.00) dollars per fiscal year in accordance with the following schedule:
- A.
 - 100% for attaining a final grade of “A”
 - 75% for attaining a final grade of “B”
 - 50% for attaining a final grade of “C”
 - B. If the course grading system is pass/fail, the City will pay 75% for a “pass” and 0% for a “fail”.
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

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

- 26.1 The annual physical examination will include the following: Urinalysis, Audio Screen Test, Pulmonary Function Test, Hepatitis B Series, Blood Pressure, Blood Chemical Profile (SMAC-24 Blood Test), Vision Test, Height and Weight recorded, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. In addition to the required tests, bargaining unit members may request to have a chest X-ray performed and interpreted in conjunction with the annual examination, provided appropriate justification is present. The cost of the annual physical examination by the City's designated physical examination provider will be paid by the City.
- 26.2 The Tuberculosis test results must be read within the time frame specified by the physician. If the test results are not read within the specified time frame, the bargaining unit member will be required to receive another Tuberculosis test at the bargaining unit member's cost. If the Tuberculosis test is not completed within 30 days of the physical examination, the bargaining unit member will be required to undergo another complete physical examination at the bargaining unit member's cost.
- 26.3 Scheduling of the annual physical examination will be at the discretion of the Department and during normal scheduled work hours, when possible. Time spent at examinations which the City requires to be taken outside regular work hours will be considered hours worked for purposes of calculating overtime.
- 26.4 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question, and shall determine the nature and extent of such "fitness for duty" physical or mental examination.
- 26.5 All physical examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the annual physical examination with the approval of the City. The physical examination must be completed according to NFPA 1582, Standards on

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

Article 27

General Provisions

- 27.1 Bargaining unit members who are on duty shall be furnished with parking facilities at the Fire Department to the extent available. Said parking facilities shall be furnished at no cost to the bargaining unit member.
- 27.2 Bargaining unit members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Fire Chief or his designee only after receipt of actual notice of such rule modification.
- 27.3 Prior to the implementation of any new and/or revised regulations, procedures, departmental operating guidelines or personnel policies, the City shall provide the new or revised items to the Union for review twenty (20) days prior to the proposed implementation and, if required, will bargain prior to implementation.
- 27.4 Any memorandum issued will be in effect until the next annual revision of the department's operating guidelines, after which they must either be incorporated in the department's operating guidelines or shall be null and void.
- 27.5 All bargaining unit members are subject to drug/alcohol testing in accordance with the City's Substance Abuse Policy – Part A.
- 27.6 Bargaining unit members may request an annual AIDS test to be performed at a facility designated by the City. Results of such tests shall be kept confidential.
- 27.7 The probationary period for new bargaining unit members is one (1) year; however, the period may be extended by the Fire Chief at his/her discretion for additional observation.
- 27.8 A bargaining unit member may, subject to prior approval of the Fire Chief, accept and be employed in an occupation off-duty, which is not in violation of Federal or State Laws or rules and regulations of the Department, providing that such employment shall not interfere with or adversely affect the performance of assigned duties.
- 27.9 An Extra Hours Opportunities List will be maintained for the firefighter and fire lieutenant job classifications. Bargaining unit members will be maintained on the list based on their job classification experience in the department, with the most experienced being the highest on the list.
- 27.10 The City agrees to provide one on-duty opportunity for bargaining unit members to attend training when said training is required by the Fire Chief or the State of Florida.

In the event a bargaining unit member is off on his/her originally scheduled on-duty training date due to a Kelly Day or any other leave that was approved prior to the announcement of the training, one additional opportunity will be provided. In addition, if a bargaining unit member is off on his/her originally scheduled on-duty training date due to sick leave or bereavement leave, one additional opportunity will be provided.

If the bargaining unit member is off on his/her scheduled on-duty training date for any other reason, the required training shall be completed by the bargaining unit member while off-duty and shall not be compensable outside of the usual training costs associated with the course(s), and as budgeted.

Article 28

Severability Clause

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

Article 29

Locker Room Facilities

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

Article 30

Voting

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

Article 31

Wages

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

	Minimum		Maximum	
	Hourly	Annual	Hourly	Annual
Firefighter	\$13.78	\$35,875	\$21.08	\$54,892
Firefighter/Inspector	\$19.11	\$39,749	\$29.24	\$60,819
Fire Lieutenant	\$16.61	\$43,255	\$25.42	\$66,194

The annual hours for Firefighters and Fire Lieutenants shall be 2604 hours. The annual hours for Firefighter/Inspectors and Fire Inspector/Plans Examiners shall be 2080 hours.

31.2 Bargaining unit members who have specified certifications shall be eligible to receive incentive pay in accordance with the requirements outlined in the department's operating guidelines. Bargaining unit members who do not complete the necessary re-certification requirements necessary to maintain these certifications shall not be paid the incentive pay amounts. The incentive pay shall be based on annual amounts and paid to bargaining unit members bi-weekly in their regular paychecks. Incentive pay is included in the calculation of the bargaining unit member's FLSA hourly pay rate, however, it is not subject to merit and other pay increases. The qualified certifications and annual amounts are as follows:

➤ Hazardous Materials Technician	\$600
➤ Confined Space/High Angle-Rope Rescue Technician	\$600
➤ Master Diver	\$600
➤ Driver/Pump Operator	\$300
➤ Paramedic Preceptor	\$600
➤ Fire Field Training Officer	\$600
➤ Child Safety Seat Technician	\$600
➤ Paramedic (Effective October 1, 2012 – February 9, 2014)	\$5,000
➤ Paramedic (Effective February 10, 2014 – October 5, 2014)	\$5,500
➤ Paramedic (Effective October 6, 2014)	\$6,500

Bargaining unit members must be designated by management and approved by the City's medical director to provide Advanced Life Support services as part of their official duties in order to be eligible to receive the above noted paramedic incentive pay.

31.3 The only add on or assignment pay that will be paid to bargaining unit members is Working Out of Classification. Bargaining unit members who are required by management to work in a higher classification for an entire shift due to a supervisor's absence shall be compensated an additional 5% for all hours worked in the higher classification. Effective February 10, 2014, bargaining unit members shall receive the working out of classification premium for all hours required by management to work in the higher classification.

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

October 1, 2012 – September 30, 2013

- Bargaining unit members will not be eligible for any pay increases during this fiscal year.

October 1, 2013 – September 30, 2014

- Bargaining unit members will be eligible to receive any October 1, 2013 pay increase that may be included in the October 1, 2013 – September 30, 2014 fiscal year budget as approved by the City Council.
- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 0% to 4%, in accordance with the performance rating scale in use for certified fire department employees.

October 1, 2014 – September 30, 2015

- Bargaining unit members will be eligible to receive any October 1, 2014 pay increase that may be included in the October 1, 2014 – September 30, 2015 fiscal year budget as approved by the City Council.
- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 0% to 4%, in accordance with the performance rating scale in use for certified fire department employees.

31.5 Merit pay increases shall not be available to bargaining unit members at the pay scale maximum.

Article 32

Holidays

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

First Day of January (New Years Day)

Third Monday of January (Martin Luther King Day)

Last Monday in May (Memorial Day)

The Fourth of July

First Monday in September (Labor Day)

November 11th (Veterans' Day)

Fourth Thursday in November (Thanksgiving)

Fourth Friday in November

December 24th (Christmas Eve)

December 25th (Christmas Day)

- 32.2 When an official holiday falls on a Saturday, eight (8) hour bargaining unit members shall observe the holiday on the Friday immediately preceding the holiday. When an official holiday falls on a Sunday, the eight (8) hour bargaining unit members shall observe the holiday on the first Monday after the holiday. Twenty-four (24) hour bargaining unit members shall observe the holiday on the actual holiday.

- 32.3 Holiday pay shall be paid in the following manner:

- A. All bargaining unit members who meet the Holiday Pay eligibility requirements outlined in Article 32.3.C. of this Agreement shall be paid Holiday Pay equivalent to eight (8) hours at the bargaining unit member's regular rate of pay. In the event that the observed holiday falls on the bargaining unit member's regularly scheduled day off, the member may request and, with the Fire Chief's approval, be given eight (8) hours off with pay in the same pay period, instead of being paid the holiday pay.
- B. All bargaining unit members who are required to work on an official holiday and do not qualify for the overtime premium as noted in Article 9 of this agreement shall be paid for all hours worked on the holiday at the rate of one and one-half (1.50) times the bargaining unit member's regular rate of pay. In

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

- C. To be eligible for Holiday Pay, a bargaining unit member must meet the following requirements:
 - 1. Must be a full-time employee
 - 2. Must work on any scheduled shift seventy-two (72) hours prior to and seventy-two (72) hours after the holiday as well as the day of the holiday, if scheduled, with the exception if the absence was due to the following reasons:
 - a. The bargaining unit member's absence was previously approved.
 - b. The bargaining unit member is absent because of sickness or accident and provides a doctor's statement indicating medical attention has been received.
 - c. The bargaining unit member is absent due to being on approved bereavement leave.
 - d. The bargaining unit member is absent due to a current on the job injury.
- D. A bargaining unit member who reports in on the scheduled shift seventy-two (72) hours prior to and seventy-two (72) hours after the holiday as well as the day of the holiday and was unable to complete their shift due to illness, injury or emergency, shall be considered to have worked that day.

Article 33

Publication of the Agreement

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

Article 34

Promotions

- 34.1 Promotions shall be conducted as provided in the Department's Operating Guidelines.
- 34.2 Bargaining unit members promoted to lieutenant shall receive a pay increase to either the pay scale minimum noted in Article 31.1 of this agreement or equivalent to five (5) percent, whichever is greater.
- 34.3 The probationary period (12 months) for a promoted lieutenant may not be extended more than two (2) consecutive three (3) month periods.
- 34.4 If the promoted lieutenant does not successfully complete the probationary period, the lieutenant shall be demoted to a firefighter position. The member's rate of pay will be adjusted to the rate of pay prior to the promotion.

Article 35

Duration

- 35.1 This Agreement shall be in full force and effect upon ratification by the bargaining unit members and approval by the City Council. Such ratification and approval shall be made immediately following finalization of this Agreement.
- 35.2 This Agreement shall continue in full force and effect until midnight of September 30, 2015. –
- 35.3 Upon expiration of this Agreement, the terms and conditions of employment of the bargaining unit members shall be governed by the status quo doctrine except that the pay increases outlined in Article 31 shall not be effective after the expiration of this Agreement. Pay increases after the expiration of this Agreement will be subject to negotiations. –

Article 36

Damage or Loss to Personal Property

- 36.1 The City shall reimburse a bargaining unit member for loss or damage to personal property specifically noted in this article in the performance of his duty, subject to the procedures and restrictions set forth in the following paragraphs. No reimbursement shall be made if loss or damage results from carelessness, negligence or misuse on the part of the bargaining unit member.
- A. Lost or damaged corrective eyewear shall be reimbursed 100% of the cost of repair or replacement per bargaining unit member per incident. The maximum amount of reimbursement for the cost of repair or replacement of watches, wedding rings or medical identification bracelets shall be \$200 per bargaining unit member per incident.
 - B. Report of the loss of or damage to personal property must be made within the shift in which the loss or damage occurs or within a maximum of 3 calendar days if mitigating circumstances such as an injury prevent the bargaining unit member from reporting at the time of loss. Such report must include an explanation of how, when, and under what circumstances the loss occurred, and provide the brand name, original cost, and age of the item for which reimbursement is requested. The bargaining unit member's supervisor is responsible for investigating and making a recommendation to the Fire Chief concerning the claim.
 - C. To receive reimbursement, the bargaining unit members must provide a receipt for the replacement article and, if possible, the remains of the broken item. -

Article 37

Pensions

- 37.1 The City agrees to continue providing pension benefits to bargaining unit members in accordance with the City of Clermont Firefighters Pension Plan in effect as of November 25, 2003 with the exception of the following:
- A. The amount of annual overtime compensation that may be included in the calculation of the bargaining unit member's retirement benefit shall be limited to the first three hundred (300) hours of overtime paid per calendar year. –
 - B. The amount of the accrued unused sick or annual leave payment at retirement that may be included in the calculation of the bargaining unit member's retirement benefit shall be the lesser of (a) the total value of accrued unused sick or annual leave that would have been paid to the bargaining unit member based on years of service as of the date of approval of this contract by the City Council or (b) the actual amount of accrued unused sick or annual leave paid to the bargaining unit member at retirement. –
 - C. The normal retirement date option of attainment of age 52 and 25 years of service will be eliminated and replaced with attainment of 20 years of service, regardless of age. –
- 37.2 Effective October 1, 2013, the Union agrees to allow the City to use 100% of the allowable annual Chapter 175 insurance premium tax revenues as determined by the pension plan actuary to fund the normal pension cost of the Plan.
- 37.3 Effective February 10, 2014, the bargaining unit members shall contribute four (4%) percent of their salary toward the normal pension cost of the Plan.

Article 38

Performance Evaluations

- 38.1 Newly hired bargaining unit members shall receive two (2), six (6), nine (9) and twelve (12) month performance evaluations based on their City employment anniversary date and then every twelve (12) months, thereafter based on their – City employment anniversary date.
- 38.2 Bargaining unit members who have been transferred to another position covered by this agreement shall continue to receive performance evaluations based on the evaluation date in effect immediately prior to the transfer.
- 38.3 Bargaining unit members promoted to Lieutenant shall receive two (2), six (6), nine (9) and twelve (12) month performance evaluations based on their date of promotion to Lieutenant. In addition, promoted bargaining unit members will receive a twelve (12) month performance evaluation based on their City employment anniversary date and then every twelve (12) months, thereafter based on their City employment anniversary date.

Article 39

Uniforms and Equipment

- 39.1 The City will provide uniforms and shoes to all bargaining unit members who are required to wear such uniforms and shoes in the performance of their duties at no cost to the member. The uniforms and shoes may be purchased by bargaining unit members with the annual uniform allotment established by the Fire Chief for each bargaining unit member from the City's designated provider. However, the bargaining unit member shall be responsible for any applicable clothing fringe benefit federal income taxes. The Fire Chief shall determine the style of uniform and shoes worn by the members. –
- 39.2 Any uniforms provided by the City which are damaged or destroyed while a member is acting in the performance of their duties, shall be replaced by the City within a reasonable period of time at no cost to the member.
- 39.3 The City shall provide all equipment necessary to safely and effectively perform the duties and responsibilities of a sworn Firefighter at no cost to the member. The Fire Chief shall determine what equipment is necessary.
- 39.4 When it is determined that a bargaining unit member is at fault for loss or damage to City issued equipment through a careless or intentional act, in addition to any other applicable disciplinary action an assessment may be made in accordance with the following schedule:
- A. If the loss/damage is the first occurrence within a two year period, the percentage assessed shall be 25% of the cost of repair or replacement, not to exceed fifty dollars (\$50.00).
 - B. If the loss/damage is the second occurrence within a two year period, the percentage assessed shall be 50% of the cost of repair or replacement, not to exceed seventy-five dollars (\$75.00).
 - C. If the loss/damage is the third occurrence within a two year period, the percentage assessed shall be 75% of the cost of repair or replacement, not to exceed one hundred dollars (\$100.00).
 - D. If the loss/damage is the fourth occurrence within a two year period, the percentage assessed shall be 100% of the cost of repair or replacement, not to exceed one hundred twenty-five dollars (\$125.00).
- Due to extenuating circumstances at the time of loss or damage, the member's supervisor may recommend to the Fire Chief that the assessment be waived.
- 39.5 Upon termination of employment or transfer from the department, the bargaining unit member shall return all uniforms and equipment issued to him/her in like condition as when issued, with the exception of reasonable wear and tear.

Article 40

Modified Duty Assignment

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

Article 41

Smoking and Tobacco Use

- 41.1 It is understood that smoking and other forms of tobacco use is a known hazard to the health of employees, including members of the bargaining unit. In an effort to improve the health of bargaining unit members and to decrease the costs associated with treating tobacco related illnesses, bargaining unit members are required to adhere to the City's Smoking and Tobacco Use Policy in effect at the time unless otherwise stipulated in this Agreement.

Article 42

Health and Safety

- 42.1 It is the goal of the City and the Union to maintain the highest standards of workplace safety in the Fire Department in order to minimize accidents, injuries, illness and death in the fire Service. In an effort to accomplish this goal, the City agrees to the formation of a Fire Department Safety Committee that will be in compliance with the requirements as set forth in Florida Statutes 633.810.
- 42.2 All bargaining unit members shall be required to pass the annual physical agility test. The physical agility test shall be conducted in accordance with Department Operating Guidelines.

Article 43

Reduced Activity Period

- 43.1 Subject to operational needs, there shall be a period of reduced activity on each shift which should normally run from 1700 to 0700. During the reduced activity period, on-duty employees shall be in uniforms as required by the departmental operating guidelines and be ready to respond immediately to calls. After 1700, the on-duty crew shall complete the station duties for the day not yet completed before the reduced activity period, as well as other duties which the Fire Chief, or his/her designee, determines are necessary to be completed before the end of the shift. –

**NEGOTIATING TEAM FOR THE CLERMONT PROFESSIONAL
FIREFIGHTERS UNION LOCAL 4350**

Erik Strange, President

Aaron Nickerson, Vice President

Ryan Vollmer, Treasurer

William Moore, Secretary

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Darren Gray, City Manager

Joseph Van Zile, Finance Director

Carle Bishop, Fire Chief

Susan Irby, Human Resources Director

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE 11TH DAY OF FEBRUARY, 2014.**

Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, February 11, 2014			
Agenda Item Name			
Storm Water and Easement Agreements <i>Lilly's on the Lake</i>			
Requested Action			
Move to approve the Storm water and Easement agreements			
Staff Report			
On December 10, 2013, City Staff presented a variance request to the City Council for consideration. The variance request was for Verneka and Erik Strom and it was for the Lilly's on the Lake Restaurant project. As part of the project the applicants requested use of the City's existing storm water pond and the City's driveway. The City Council directed the City Attorney to provide legal documents that would permit the usage of these items in conjunction with the proposed project. At the expense of the applicants the access easement area was appraised and assigned a value of \$1,000. The legal documents presented to the City Council for consideration authorize the sale of an access easement and a stormwater utility easement and use of the pond by the applicants for payment of \$1,000 plus costs to the City.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
The City will receive payment of \$1,000 for the access easement.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Easement Purchase Agreement	Easement Purchase Agreement.pdf	
2.	Exhibit 1 - Easement Appraisal & Survey	Appraisal Summary Docs.pdf	
3.	Exhibit 2 - Storm Water Conceptual Plan	Lillys Storm Water Concept Plan.pdf	

EASEMENT PURCHASE AGREEMENT

This **EASEMENT PURCHASE AGREEMENT** is made and executed as of the ____ day of _____, 2014, by and between **THE CITY OF CLERMONT**, a Florida Municipal Corporation (“**Seller**”), and **LILLY PAD LODGE, LLC**, a Florida Limited Liability Company whose mailing address is 1655 E Hwy 50, Suite #203 Clermont, FL 34711 (“**Purchaser**”) (Seller and Purchaser are sometimes collectively referred to herein as the “**Parties**” and individually as the “**Party**”).

1. **Agreement to Sell and Purchase.** Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, two perpetual non-exclusive easement interests in real property located in Lake County, Florida and owned by Seller. The easement rights to be transferred herein are described as follows:

Non-exclusive access easement, as more particularly described in the access easement in the form, and for the property, set forth in **Exhibit “A”** attached hereto and incorporated herein by this reference.

Non-exclusive stormwater pond access and use easement, as more particularly described in the access easement in the form, and for the property, set forth in **Exhibit “B”** attached hereto and incorporated herein by this reference.

2. **Easement Purchase Price.** The purchase price for the easement interests described above is ONE THOUSAND AND 00/100 DOLLARS (\$1,000.00) (the “Purchase Price”), payable to Seller at Closing (as hereinafter defined) by certified or cashier’s check or by wire transfer of United States funds plus the following:

Purchaser shall pay all cost associated with the appraisal and survey of the access easement area described in Exhibit “A”;

Purchaser shall pay all cost associated with the survey of the stormwater pond access and use easement area described in Exhibit “B”;

Purchaser shall pay all costs associated with the recording of all easement documents in the public records of Lake County;

Purchaser shall pay any and all taxes, including but not limited to, state documentary stamps, associated with this transaction.

3. **Closing.** The sale and purchase transaction contemplated in this Contract shall be closed, the purchase price paid and the aforesaid notes and closing documents delivered on or before February 28, 2014. The Closing shall be completed by a closing

agent or attorney as selected by Seller and shall take place at a location and at such time as shall be mutually agreed upon between Purchaser and Seller. At closing the City Manager for the SELLER is authorized to execute any and all documents necessary to complete this transaction. Each party shall bear its own attorney fees.

4. **Rights Transferred and Warranties.** Purchaser expressly understands, agrees and acknowledges that Seller makes no warranties at all with regard to the easement interests or entitlements transferred herein. Further that Purchaser has completed any and all investigations, review and studies that it deems appropriate and necessary to determine the suitability of the easement interest for Purchase use.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Memorandum to be executed as of the date first above written.

ATTEST:

“Seller”

CITY OF CLERMONT

Tracy Ackroyd, City Clerk

By: _____
Harold S. Turville, Jr., Mayor
Date: _____

“Purchaser”

LILLY PAD LODGE, LLC

Verneka Strom, Manager

By: _____
Erik Strom, Manager
Date: _____

EXHIBIT "A"
ACCESS EASEMENT

Prepare by and Return to:

Daniel F. Mantzaris, Esq.
deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP
P.O. Box 87
Orlando, FL 32802

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

NON-EXCLUSIVE ACCESS EASEMENT

This **NON-EXCLUSIVE ACCESS EASEMENT AGREEMENT** ("Agreement") is made and executed as of the ____ day of _____, 2014, by and between the **CITY OF CLERMONT**, whose address is 685 West Montrose Street, Clermont Florida ("**Grantor**"), and Lilly Pad Lodge, LLC, whose address is 1655 E Hwy 50, Suite #203 Clermont, FL 34711 ("**Grantee**").

Section 1. Grant of Access Easement. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the sole benefit of Grantee and Grantee's Property, a non-exclusive access easement over the Easement Area ("**Access Easement**"). The Access Easement shall be solely for the purpose of vehicular and pedestrian ingress and egress to, from and between Osceola Street and Grantee's property located at 848 West Osceola Street and as is reasonably necessary for the convenience of Grantee, its agents, tenants, invitees, licensees and guests, to access Grantee's Property. Said Access Easement shall not be construed to grant to the general public any rights or privileges with respect to the Easement Area.

Section 2. Maintenance of Easement Area. Grantee, on behalf of itself, its heirs and assigns, does hereby agree and covenant that it shall maintain, at its expense, the Easement Area to include any and all improvements, including pavement, curbing, striping or drainage that currently exist in the Easement Area or which may be installed in the future.

Section 3. Indemnification and Hold Harmless. In consideration of ten dollars paid to Grantee by Grantor, the sufficiency and receipt of which are hereby acknowledged, Grantee does hereby, on behalf of its assigns and heirs, agree to indemnify, hold harmless and defend Grantor from any and all damages, including but not limited to property damage, personal injury or attorney fees, whether actual or threatened, that may be alleged or claimed against Grantor, in any manner, and related in any manner to the use of the Easement Area by Grantor, guest, invitee or assign of Grantor or any third party.

Section 4. Modification or Relocation of Improvements. Notwithstanding anything to the foregoing, Grantor shall have the right, at its option, to redesign, relocate and/or reconfigure the Easement Area without Grantee's approval, so long as the Easement Area, as relocated, redesigned and/or reconfigured, provides Grantee adequate and similar ingress/egress from Osceola Street to Grantee's Property.

Section 5. Termination of Easement. In the event that Grantor, its heirs, assigns or successors, for whatever reason and at any time in the future redevelops or redesigns the use of Grantee's property so that the Grantee has access rights to Osceola Street or any other public

right-of-way, so that the Easement right granted herein is no longer necessary or needed for access to Grantee's property, or Grantee breaches any of the terms herein, the Easement created herein shall automatically terminate without further action required by Grantor or Grantee. Notwithstanding the foregoing, in the event either party desires to evidence the termination by recording a document in the Public Records of Lake County, Florida, the parties agree to cooperate with one another in the execution and recording of the termination document within (5) days of written request from the other party.

Section 6. Non-Exclusive Easement. This Easement is non-exclusive, and Grantor specifically reserves to itself, its successors, assigns, agents, employees, tenants, invitees, licensees, guests, contractors and subcontractors the right to use the Easement Area for any and all purposes so long as such use does not unreasonably interfere with Grantee's use of the Easements as contemplated under this Agreement, and the right and privilege at any time and from time to time to make further grants, easements, licenses, and privileges to other persons or entities, over, under, upon and with respect to the Easement Area, so long as the foregoing will not unreasonably interfere with the right of Grantee to use the Easement for the purposes and in the manner herein described.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed in their respective names as of the day and year first above written.

Signed, sealed and delivered in the presence of:		LILLY PAD LODGE, LLC
_____ Print Name: _____		By: _____ Erik Strom, Manager
_____ Print Name: _____		

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Erik Strom, the Manager of Lilly Pad Lodge, LLC. He [____] is personally known to me or [____] has produced _____ as identification._

(NOTARY STAMP)

Name: _____
Title: Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:		THE CITY OF CLERMONT, FLORIDA
_____ Print Name: _____		By: _____ Darren Gray

		City Manager
Print Name: _____		

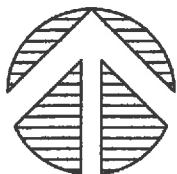
STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Darren Gray, the City Manager of and on behalf of the **CITY OF CLERMONT, FLORIDA**. He [____] is personally known to me or [____] has produced _____ as identification.

(NOTARY STAMP)

Name: _____
Title: Notary Public
My Commission Expires: _____

EXHIBIT "A"

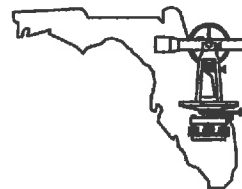


NORTH

SCALE: 1" = 30'



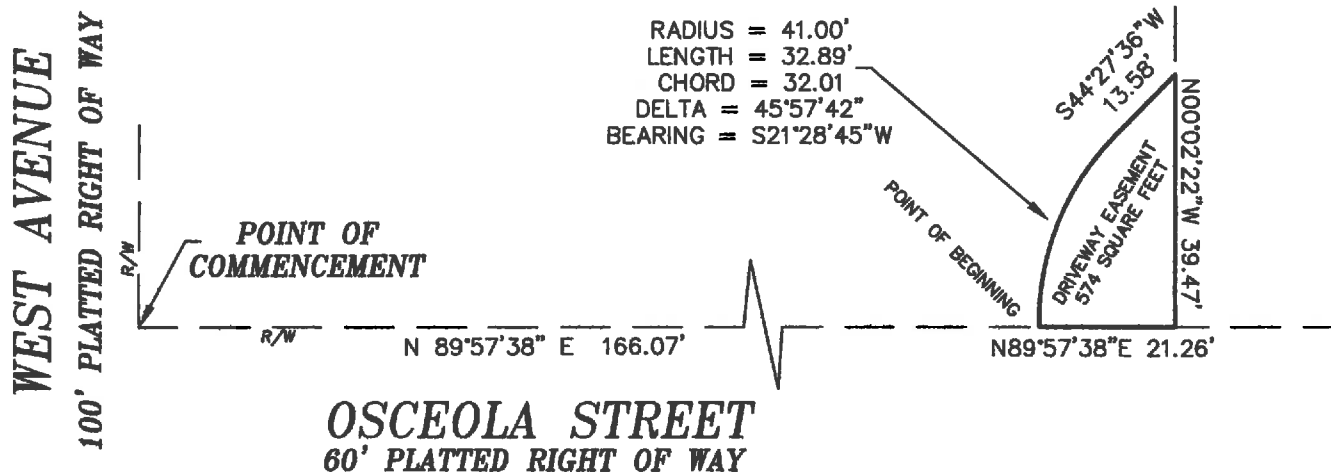
John Todd Deliman, P.S.M.
3411 Fox Ridge Street Winter Haven, Florida 33884
Phone: (863) 216-4002 Email: jtdsurveyor@hotmail.com



SKETCH FOR LEGAL DESCRIPTION NOT A SURVEY

LEGAL DESCRIPTION:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WEST AVENUE WITH THE NORTH RIGHT OF WAY LINE OF OSCEOLA STREET IN CLERMONT, LAKE COUNTY, FLORIDA; THENCE N89°57'38"E ALONG THE NORTH RIGHT OF WAY LINE OF SAID OSCEOLA STREET, 166.07 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°57'38"E ALONG SAID RIGHT OF WAY LINE, 21.26 FEET; THENCE N00°02'22"W, 39.47 FEET; THENCE S44°27'36"W, 13.58 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY, HAVING A RADIUS OF 41.00 FEET, A CHORD DISTANCE OF 32.01 FEET AND A CHORD BEARING OF S21°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°57'42", AN ARC DISTANCE OF 32.89 FEET TO THE POINT OF BEGINNING.



LEGEND:

R/W RIGHT OF WAY

SURVEYOR'S NOTES:

1. North and the bearings are referenced to the assumed bearing of North 89°57'38" East along the North right of way line of Osceola Street.
2. Legal description was prepared at clients request.

PREPARED BY:

[Signature]
John Todd Deliman, P.S.M. Florida Registration No. 6082

Date: 01/08/2014

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to this survey by other than the signing party is prohibited without written consent of the signing party.

NOT VALID
UNLESS
EMBOSSED SEALED

Clermont Osceola Street.dwg

Prepare by and Return to:

Daniel F. Mantzaris, Esq.
deBeaubien, Knight, Simmons, Mantzaris & Neal, LLP
P.O. Box 87
Orlando, FL 32802

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

**NON-EXCLUSIVE STORMWATER UTILITY EASEMENT AND
STORMWATER POND USE AGREEMENT**

This **NON-EXCLUSIVE STORMWATER UTILITY EASEMENT AND STORMWATER POND USE AGREEMENT** is made and executed as of the ____ day of _____, 2014, by and between the **CITY OF CLERMONT**, whose address is 685 West Montrose Street, Clermont Florida ("**Grantor**"), and Lilly Pad Lodge, LLC, whose address is 1655 E Hwy 50, Suite #203 Clermont, FL 34711 ("**Grantee**").

Section 1. Grant of Easement and Use Right. Subject to the terms, conditions and limitations set forth herein, Grantor hereby grants to Grantee, for the sole benefit of Grantee and Grantee's Property located at 484 West Osceola Street, Clermont, Florida, a non-exclusive stormwater utility easement across and over Grantor's property, as more particularly described in Exhibit "A", ("**Easement Area**"). The Easement rights granted herein and the Easement Area shall be solely for the purpose of Grantee's use in designing, constructing and maintaining utility improvements reasonable necessary to provide stormwater drainage between Grantee's property located at 848 West Osceola Street and Grantor's existing stormwater retention pond described as Retention Pond 3-1. Said Easement right shall not be construed to grant to the general public any rights or privileges with respect to the Easement Area.

Section 2. Grant of Stormwater Pond Use Right. Subject to the terms and conditions and limitations set forth herein, Grantor hereby grants to Grantee for the sole benefit of Grantee and Grantee's property located at 848 West Osceola Street, Clermont, Florida, a non-exclusive right to access and utilize Grantor's stormwater retention pond described as Retention Pond 3-1 for purposes of drainage of stormwater from Grantee's property located at 848 West Osceola Street, Clermont, Florida.

Section 3. Conditions and Restrictions on Easement and Use Rights Granted Herein. In addition to any other conditions, limitations and restrictions contained herein, Grantee, expressly agrees that all of the rights granted herein, shall be subject to and conditioned upon the following:

- a. Grantee, at Grantee's sole expense prepare all necessary engineering design and plans, as may be required by Grantor and subject to Grantor's exclusive approval, to utilize the Easement Area described herein and to access and utilize the stormwater retention pond described above. The design and plans shall be designed so as not to unreasonably interfere with the Grantor's use of Grantor's property upon which the Easement Area exists.
- b. Grantee, at Grantee's sole expense, apply for and obtain all necessary permits required to construct any utility improvements contemplated herein and to increase

- the size of Grantor's existing pond to accommodate any additional capacity required to serve Grantee's property.
- c. Grantee shall pay the cost of construction and maintenance of any and all necessary improvements to the Easement Area and shall pay the cost of construction to increase the capacity of Grantor's existing pond to accommodate any additional capacity required to serve Grantee's property. All construction and maintenance contemplated in this Easement Agreement shall be completed by a contractor as selected or approved by Grantor.
 - d. At anytime, Grantee, or Grantee's contractor, intends to construct or maintain improvement in the easement Arte or in Grantor's stormwater pond, Grantee shall provide Grantor with reasonable prior written notice of the work to be performed, to include the name and contact information of the contractor and the time and day the work is intended to be performed.

Section 4. Maintenance of Easement Area. Grantee, on behalf of itself, its heirs and assigns, does hereby agree and covenant that it shall maintain, at its expense, the Easement Area to include any and all improvements, including pavement, curbing, striping or drainage that currently exist in the Easement Area or which may be installed in the future.

Section 5. Insurance, Indemnification and Hold Harmless. Grantee shall ensure that any contractor who it authorizes to perform any construction or maintenance, at any time, in the Easement Area or on Grantor's property, shall maintain adequate insurance coverage to protect Grantor. Such coverage shall be in an amount and in a form as determined by Grantor. In addition and in consideration of ten dollars paid to Grantee by Grantor, the sufficiency and receipt of which are hereby acknowledged, Grantee does hereby, on behalf of its assigns and heirs, agree to indemnify, hold harmless and defend Grantor from any and all damages, including but not limited to property damage, personal injury or attorney fees, whether actual or threatened, that may be alleged or claimed against Grantor, in any manner, and related in any manner to the use of the Easement Area by Granter, guest, invitee or assign of Grantor or any third party.

Section 6. Modification or Relocation of Improvements. Notwithstanding anything to the foregoing, Grantor shall have the right, at its option, to redesign, relocate and/or reconfigure the stormwater pond or the Easement Area without Grantee's approval. Grantor shall provide to Grantee prior written notice of its intent to redesign, relocate and/or reconfigure, whereupon Grantee shall have the right to participate in the project in order to continue to access the stormwater pond in its current or new location. Within ninety (90) days of the date of the notice from Grantor, Grantee shall advise Grantor if it wishes to continue to have access to the stormwater pond. If Grantee elects to participate in the project, Grantee shall pay to Grantor a proportionate share of the design and construction costs to redesign, relocate and/or reconfigure the stormwater pond. Grantee's proportionate share shall be based on the amount of stormwater generated by Grantee's above-described property as determined by Grantor's engineer. In the event that Grantee timely elects to participate, Grantee shall pay to Grantor, its proportionate share of the project costs within ninety (90) days of the completion of the redesign, relocation and/or reconfiguration project. In the event that Grantee fails to timely respond to Grantor's notice as set forth above, the stormwater pond access and easement rights shall terminate as set forth in Section 7 below.

Section 7. Termination of Easement. In the event that Grantor, its heirs, assigns or successors, for whatever reason and at any time in the future redevelops or redesigns the use of Grantee's property so that the Grantee has its own stormwater pond or access to an alternative pond, so that the Easement right granted herein is no longer necessary or needed for Grantee's stormwater management, or in the event that Grantee breaches any of the conditions stated herein, the Easement created herein shall automatically terminate without further action required by Grantor or Grantee. Notwithstanding the foregoing, in the event either party desires to evidence the termination by recording a document in the Public Records of Lake County, Florida, the parties agree to cooperate with one another in the execution and recording of the termination document within (5) days of written request from the other party.

Section 8. Non-Exclusive Easement and Use. This Easement and Use rights granted herein, are non-exclusive, and Grantor specifically reserves to itself, its successors, assigns, agents, employees, tenants, invitees, licensees, guests, contractors and subcontractors the right to use the Easement Area and the stormwater pond for any and all purposes so long as such use does not unreasonably interfere with Grantee's use of the Easement or pond as contemplated under this Agreement, and the right and privilege at any time and from time to time to make further grants, easements, licenses, and privileges to other persons or entities, over, under, upon and with respect to the Easement Area or stormwater pond, so long as the foregoing will not unreasonably interfere with the right of Grantee to use the Easement or pond for the purposes and in the manner herein described.

IN WITNESS WHEREOF, the Grantor and Grantee have caused these presents to be signed in their respective names as of the day and year first above written.

Signed, sealed and delivered in the presence of:		LILLY PAD LODGE, LLC
_____ Print Name: _____		By: _____ Erik Strom, Manager
_____ Print Name: _____		

STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Erik Strom, the Manager of Lilly Pad Lodge, LLC. He [____] is personally known to me or [____] has produced _____ as identification._

(NOTARY STAMP)

Name: _____
Title: Notary Public
My Commission Expires: _____

Signed, sealed and delivered in the presence of:		THE CITY OF CLERMONT, FLORIDA
_____ Print Name: _____		By: _____ Darren Gray City Manager
_____ Print Name: _____		

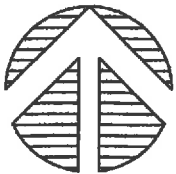
STATE OF FLORIDA)
COUNTY OF LAKE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by Darren Gray, the City Manager of and on behalf of the **CITY OF CLERMONT, FLORIDA**. He [____] is personally known to me or [____] has produced _____ as identification.

(NOTARY STAMP)

Name: _____
Title: Notary Public
My Commission Expires: _____

EXHIBIT "A"

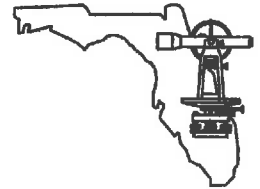


NORTH

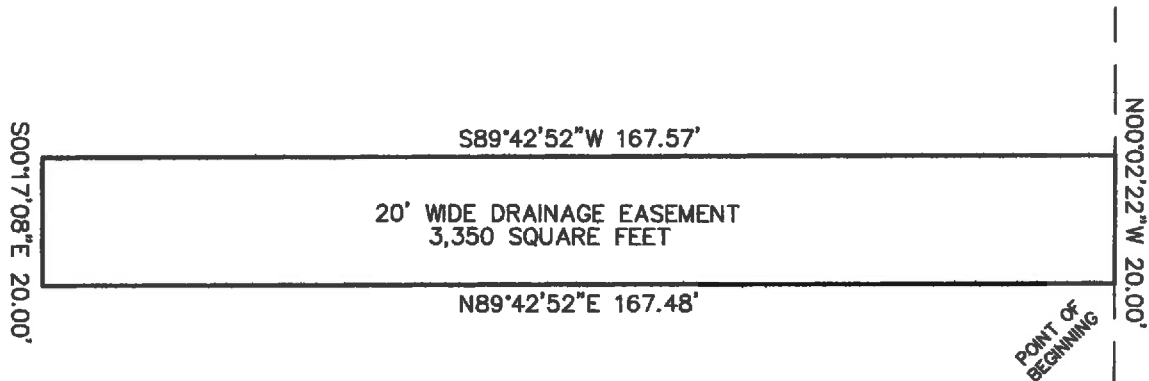
SCALE: 1" = 30'



John Todd Deliman, P.S.M.
3411 Fox Ridge Street Winter Haven, Florida 33884
Phone: (863) 216-4002 Email: jtdsurveyor@hotmail.com



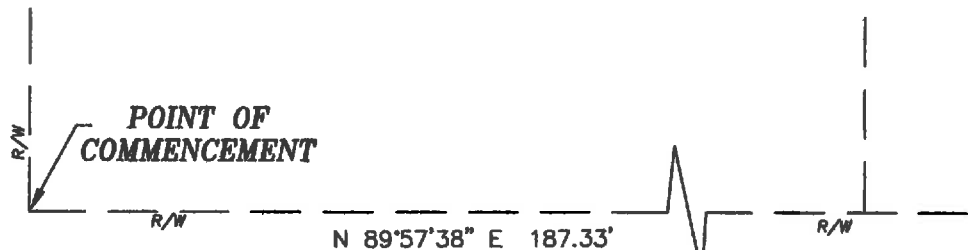
SKETCH FOR LEGAL DESCRIPTION NOT A SURVEY



LEGAL DESCRIPTION:

COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WEST AVENUE WITH THE NORTH RIGHT OF WAY LINE OF OSCEOLA STREET IN CLERMONT, LAKE COUNTY, FLORIDA; THENCE RUN N89°57'38"E ALONG THE NORTH RIGHT OF WAY LINE OF SAID OSCEOLA STREET, 187.33 FEET; THENCE N00°02'22"W, 118.45 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°02'22"W, 20.00 FEET; THENCE S89°42'52"W, 167.57 FEET; THENCE S00°17'08"E, 20.00 FEET; THENCE N89°42'52"E, 167.48 FEET TO THE POINT OF BEGINNING.

WEST AVENUE
100' PLATTED RIGHT OF WAY



OSCEOLA STREET
60' PLATTED RIGHT OF WAY

LEGEND:

R/W RIGHT OF WAY

SURVEYOR'S NOTES:

1. North and the bearings are referenced to the assumed bearing of North 89°57'38" East along the North right of way line of Osceola Street.
2. Legal description was prepared at clients request.

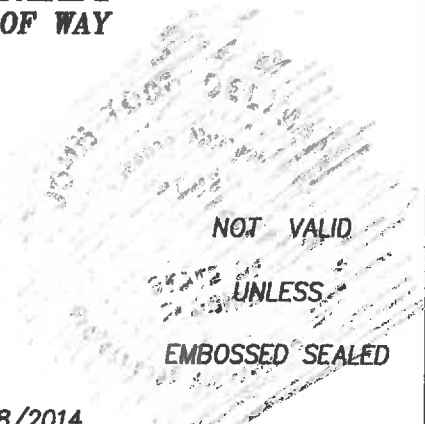
PREPARED BY:

[Signature]

Date: 01/08/2014

John Todd Deliman, P.S.M. Florida Registration No. 6082

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to this survey by other than the signing party is prohibited without written consent of the signing party.



Clermont Osceola Street.dwg

APPRAISALS OF CENTRAL FLORIDA
John L. Rocker, III, MAI, SRA
State-Certified General Real Estate Appraiser RZ1678
COMMERCIAL REAL ESTATE APPRAISERS - CONSULTANTS
690 Montrose Street • Clermont • Florida 34711
(352) 394-3490 • FAX (352) 394-8588
E-Mail Address: aiocfl@gmail.com

January 13, 2014

Mr. Scott Blankenship, Assistant City Manager
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

RE: Appraisal of Real Estate located at the NE quadrant of W. Osceola Street and West Avenue, Clermont, Lake County, Florida

Dear Mr. Blankenship:

As you requested, I have made the inspections, investigations, and analysis necessary to provide a restricted appraisal report for the above described property located in Lake County, Florida. The purpose of this assignment was to estimate an opinion of market value (recommended compensation) of the subject property's proposed easement for asset evaluation purposes. Market value and highest and best use and easement are defined within the text of the following appraisal report.

The subject (parent tract) consists of 7,520± square feet of land area (subject to formal survey) located in the northeast quadrant of Osceola Street and West Avenue, Lake County, Florida. The easement area is 574 square feet which is valued in this report. The subject is more fully described, legally and physically within the enclosed report.

Data, information, and calculations leading to the value conclusion are incorporated in my appraisal file and summarized in the report following this letter. The appraisal file and report, in its entirety, including all assumptions and limiting conditions, is an integral part of and inseparable from this letter. Based on the analysis, the value of the subject was concluded as follows:

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Recommended Compensation
"As Is"	None Exclusive Easement	January 10, 2014	\$1,000
Source: Appraisals Inc. of Central Florida			

This report was prepared in conformance with, Uniform Standards of Professional Appraisal Practice (USPAP) as set forth by the Appraisal Foundation; and in accordance with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

AERIAL MAP OF SUBJECT PROPERTY



Copyright 2014 Lake County Board of County Commissioners

SUMMARY OF SALIENT FACTS

Property Location: Northeast quadrant of Osceola Street and West Avenue, Lake County, FL

Owner(s) of Record: City of Clermont

Property Identification Number(s): 1616905

Property Description: 7,520± square feet of land area (subject to formal survey)

Proposed Easement: 574 square feet

Zoning: CBD Central Business District by the City of Clermont Zoning Authorities

Highest and Best Use:

As Though Vacant: Future Commercial Usage

Estimated Exposure Time: 12 to 15 months

CONCLUSION OF VALUE			
Appraisal Premise	Interest Appraised	Date of Value	Recommended Compensation
"As Is"	None Exclusive Easement	January 10, 2014	\$1,000
Source: Appraisals Inc. of Central Florida			

INTRODUCTION

PROPERTY IDENTIFICATION

7,520± square feet of land area parent tract, 574 proposed square feet of non-exclusive easement area (subject to formal survey) located in the Northeast quadrant of Osceola Street and West Avenue, Lake County, Florida.

OWNERSHIP AND PROPERTY HISTORY

According to public records, the subject property is currently vested in the name of City of Clermont. According to public records, there have been no other ownership transfers of the subject property in the previous three years.

DATE OF INSPECTION / VALUE

The subject property was inspected on January 10, 2014. The date of "as is" value or recommended compensation is January 13, 2014.

DATE OF REPORT

The date of report was January 13, 2014.

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the value of the subject property and recommended compensation for a non-exclusive 574 square foot easement. Market value is defined as follows:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their own best interests;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.¹

PREMISE OF THE APPRAISAL

The premise of this appraisal valuation is "As Is".

INTENDED USE/USER OF REPORT

This appraisal is to aid Mr. Scott Blankenship, Assistant City Manager for the City of Clermont in asset evaluation purposes.

¹ The definition of market value is taken from Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of The Appraisal Foundation, 2006 Edition. This definition is also compatible with the OTS, RTC, FDIC, NCUA, and the Board of Governors of the Federal Reserve System definition of market value. This definition is compatible with the definition of market value contained in The Dictionary of Real Estate Appraisal, Fifth Edition.



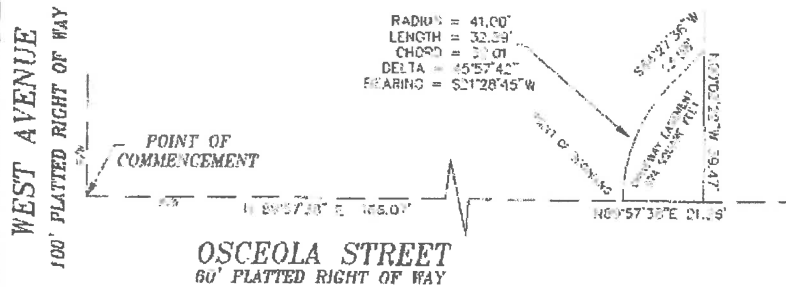
John Todd Deliman, P.S.M.
 3411 Fox Ridge Street Winter Haven, Florida 33884
 Phone: (883) 216-4002 Email: jtdeliman@earthlink.net



**SKETCH FOR LEGAL DESCRIPTION
 NOT A SURVEY**

NORTH
 SCALE: 1" = 30'

LEGAL DESCRIPTION:
 COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF WEST AVENUE WITH THE NORTH RIGHT OF WAY LINE OF OSCEOLA STREET IN CLERMONT, LAKE COUNTY, FLORIDA; THENCE N89°57'38"E ALONG THE NORTH RIGHT OF WAY LINE OF SAID OSCEOLA STREET, 166.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N89°57'38"E ALONG SAID RIGHT OF WAY LINE, 21.26 FEET; THENCE N07°02'30"W, 39.47 FEET; THENCE S44°27'30"W, 13.58 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY, HAVING A RADIUS OF 41.00 FEET, A CHORD DISTANCE OF 32.01 FEET AND A CHORD BEARING OF S21°28'45"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°57'42", AN ARC DISTANCE OF 32.09 FEET TO THE POINT OF BEGINNING.



LEGEND:

1/4" = RIGHT OF WAY

SURVEYOR'S NOTES:

1. North and the bearings are referenced to the assumed bearing of North 89°57'38" East along the North right of way line of Osceola Street.
2. Legal description was prepared at client's request.

NOT VALID

UNLESS

EMBOSSED SEALED

PREPARED BY:

NOT VALID UNLESS THE SIGNATURE AND THE OFFICIAL SEAL OF A FLORIDA LICENSED SURVEYOR ARE AFFIXED. ADDITIONS OR DELETIONS TO THIS SURVEY BY OTHER MEANS ARE VOID. THIS SURVEY IS VALID FOR A PERIOD OF 10 YEARS FROM THE DATE OF THE SURVEY.

Date: 07/08/2014

John Todd Deliman, P.S.M. Florida Registration No. 6082

Clermont, Osceola Street and

WATER ELEVATION ON 05/06/2013 = 92.19

LAKE MINNEHAHA

WATER ELEVATION ON 11/15/2012 = 92.70

Existing City
Retention
Pond

Expanded
Retention
Pond

Existing
24" Oak

Existing
48" Oak

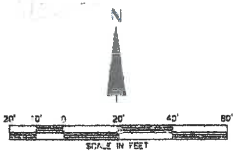
Event
Area

(4) Existing
6" Oaks

New Palm
Trees

LILLY'S ON THE LAKE
RESTAURANT

OSCEOLA STREET



ADA NOTE:
SIC SHALL COMPLY WITH THE FLORIDA
ACCESSIBILITY CODE FOR BUILDING
CONSTRUCTION, 2012 EDITION.

SITE STAKEOUT NOTE:
THE SITE CONSTRUCTION STAKEOUT SHALL BE
PERFORMED UNDER THE DIRECTION OF A
FLORIDA REGISTERED SURVEYOR. AUTOCAD
FILE WILL BE PROVIDED TO AID IN THE SITE
CONSTRUCTION STAKEOUT. ANY
DISCREPANCIES FOUND BETWEEN THE AUTOCAD
FILES SHALL BE BROUGHT TO THE ENGINEER'S
ATTENTION FOR CLARIFICATION PRIOR TO THAT
STAKEOUT.

**PROGRESS PLAN
NOT FOR CONSTRUCTION**
10-04-13

- NOTES**
1. ELEVATIONS ARE TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
 2. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR ALL PAVED STRUCTURES.
 3. PROPOSED CONCRETE SCHEDULE SLOPE SHALL NOT EXCEED 2% THEREIN ANY DIRECTION. IF 2% SLOPE CANNOT BE ACHIEVED, THE CONTRACTOR SHALL CONTACT THE DISTRICT BEFORE WORKING BEGINS.
 4. RCP SHALL BE USED FOR ALL STORMWATER PIPE AND SHALL CONFORM TO 2007 CIP/PAV. SLOPE TOLERANCE FOR RCP PIPE IS NOT ALLOWED UNLESS NOTED IN THE CONTRACT PLANS.
 5. ALL UNPAVED AREAS SHALL BE SEEDED AND MULCHED OR BUDGED WITH SAWA SOIL.

DATE	
REVISIONS	
NO.	
GRADING PLAN	
LILLY'S ON THE LAKE RESTAURANT	
PROJECT LOCATION	CLERMONT, FLORIDA
PROJECT NUMBER	PROJECT 2 - 20120012
DESIGNED BY	CHRISTOPHER CLERMONT
CHECKED BY	CHRISTOPHER CLERMONT
DATE	10/04/13
SHEET	C6



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, February 11, 2014					
Agenda Item Name					
Ordinance No. 2014-03 <i>Table introduction to March 11, 2014</i>					
Requested Action					
Motion to table Ordinance No. 2014-03 Introduction to March 11, 2014					
Staff Report					
Citrus Tower Apartments and Professional Office - Small Scale Comprehensive Plan Amendment					
The applicant and owner has requested to postpone the small-scale comprehensive plan amendment introduction to the March 11, 2014 Council meeting.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
No fiscal impact.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Ordinance 2014-03 2014-03 Citrus Tower Apartments SSC.doc					
2. Advertisement Citrus Tower Apts. SS comp plan amend PZ1-7-2014, CC1-28-2014.doc					

CITY OF CLERMONT
ORDINANCE No. 2014-03

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

Tract 48, in Section 29, Township 22 South, Range 26 East, in Lake Highlands Company, According to the plat thereof, as recorded in PB 2, PG 25, of the Public Records of Lake County, Florida.

Less the following parcel:

That part of Tract 48, according to the plat of Lake Highlands Company subdivision of Section 29, as recorded in PB 2, PG 25, of the public records of Lake County, Florida,

CITY OF CLERMONT
ORDINANCE No. 2014-03

lying in the southeast $\frac{1}{4}$ of Section 29, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the east $\frac{1}{4}$ corner of said Section 29; thence run south 00 degrees 15'19" east along the east line of said southeast $\frac{1}{4}$ of Section 29 for a distance of 662.64 feet to the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said southeast $\frac{1}{4}$ of section 29; thence run north 88 degrees 50'36" west along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ for the point of beginning; thence continue north 88 degrees 50'36' west along said north line for a distance of 70.02 feet; thence run south 00 degrees 15'29' east for a distance of 647.72 feet to the north line of the south 15.00 feet of said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; thence run south 88 degrees 53'59' east along said north line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; thence run north 00 degrees 15'29" west along said west line for a distance of 647.65 feet to the point of beginning. Containing 8.53 acres, more or less

CHANGE IN FUTURE LAND USE CLASSIFICATION
From County Regional Office to Residential/Office

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.

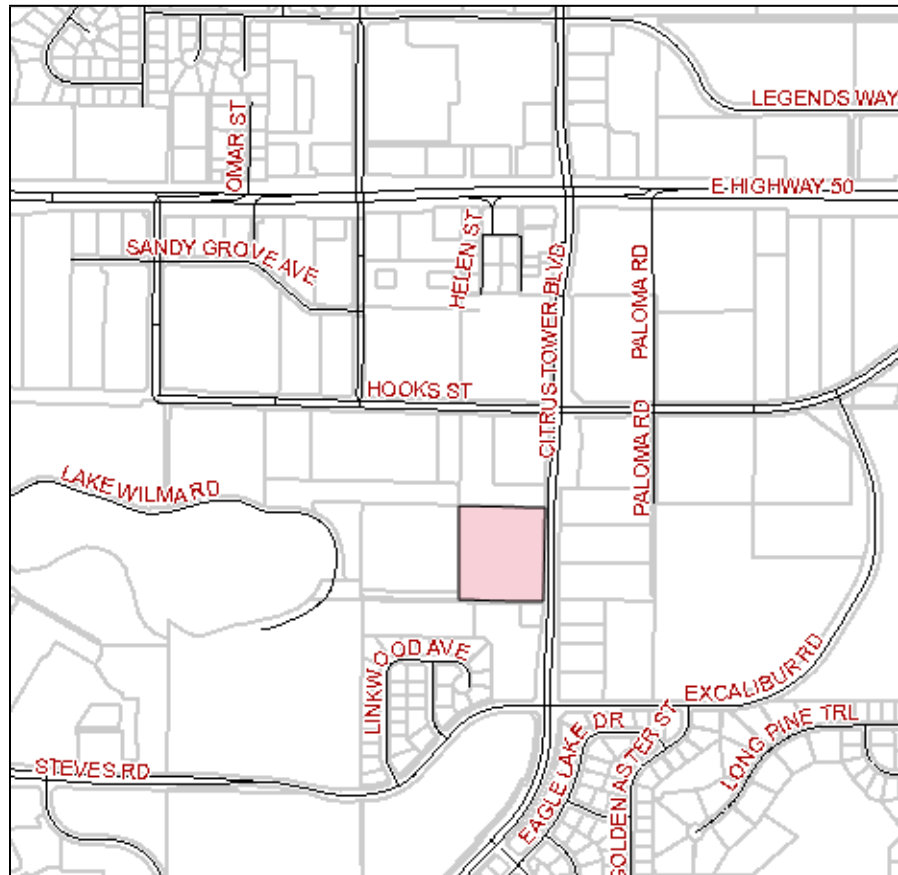
Section 3.

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. 2014-03



CITY OF CLERMONT
ORDINANCE No. 2014-03

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of March, 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

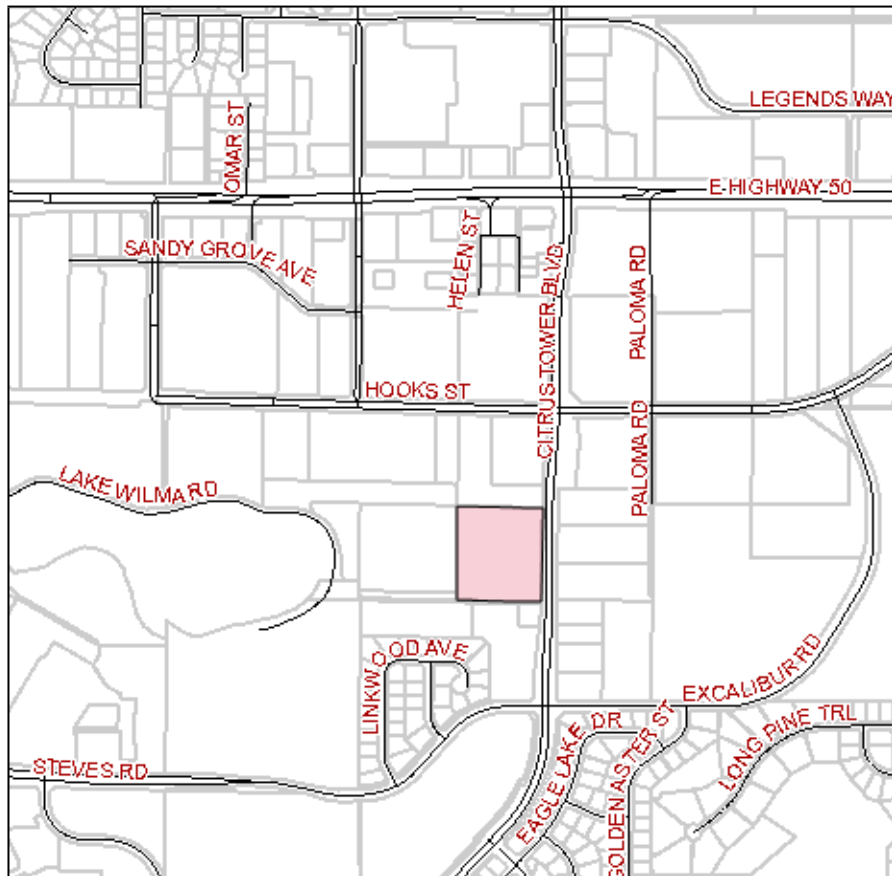
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2014-03

The City of Clermont will hold public hearings Tuesday, January 7, 2014 at 7 p.m. before the Planning and Zoning Commission and Tuesday, February 11, 2014 (1st reading of the adoption ordinance) and Tuesday, February 25, 2014 (final reading of the adoption ordinance) at 7 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 8.5-acre parcel below from Lake County Regional Office to Residential/Office.



Location: South of S.R. 50 and Hooks Street, west of Citrus Tower Boulevard

Ordinance #2014-03:

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 purpose and intent 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 planning department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
12/24/2013 and 2/11/2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, February 11, 2014					
Agenda Item Name					
Ordinance No. 2014-08; <i>Final</i>					
Requested Action					
Move to approve Ordinance No. 2014-08					
Staff Report					
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for three years. Staff recommends approval.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Ordinance 2014-08		2014-08 MSTU.docx			
2. Ad - Ordinance 2014-08		2014-08 Ordinance MSTU.doc			

CITY OF CLERMONT
ORDINANCE NO. 2014-08

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1.

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."

CITY OF CLERMONT
ORDINANCE NO. 2014-08

SECTION 2.

This consent shall be for a term of three (3) years.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Clermont, Florida.

CITY OF CLERMONT
ORDINANCE NO. 2014-08

PASSED AND ADOPTED BY the City Council of the City of Clermont,
Lake County, Florida on this 11th day of February, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, 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. 2014-08

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A public meeting to introduce will be held before the City Council on Tuesday, January 28, 2014 at 7:00pm.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, February 11, 2014 at 7:00pm for final enactment.

All meetings will be held in Clermont City Hall located at 685 West Montrose Street, Clermont, FL 34711.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
January 28, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, February 11, 2014			
Agenda Item Name			
Variance <i>Dicks Sporting Goods</i>			
Requested Action			
Motion to deny the variance			
Staff Report			
Dick's Sporting Goods The applicant is requesting a wall sign in excess of the maximum allowable square footage of 200 square feet. The front wall sign of Dicks Sporting Goods is proposed to be 428 square feet. The applicant feels the proposed sign is in direct proportion to the building square footage of approximately 40,000 square feet and is necessary for conducting business out of this store size. The Land Development Code calculates wall signage using the following formula: height x width of the building frontage x 15%, with a maximum size of 200 sq. ft. (if the code did not limit the sign to 200 square feet , the sign would be 816 square feet) The overall square footage of a wall sign is calculated in accordance with Sec. 102-14 using geometric shapes for a whole sign. The code allows only one sign per wall.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
No fiscal impact.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Exhibit 1 - Findings	Dicks Exhibit 1.doc	
2.	Exhibit 2 - Map	Dicks Exhibit 2.doc	
3.	Application	Variance application.pdf	
4.	Sign site plan	Sign layout.pdf	
5.	Advertisement	Dicks Sporting Goods 2-11-2014.doc	

Exhibit 1

The applicant provided answers to the eight findings required for approval of a variance. Please see the attached variance sign package provided by the applicant for specifics. Staff has reviewed the explanations and our responses are shown with those finding questions.

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. Staffs comments are based on the eight requirements for a positive finding as they relate to this request. Because these variances are for the overall site plan, staff comments cover all items as a whole. Findings are based on the following eight items:

FINDINGS:

- 1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

Applicant response: *The overall size of the building (170 x 254) and the setback distance present a hardship where the 200sf restriction is placed on a retail space of this size*

Staff comments: *Special conditions are not demonstrated. Other similar buildings in the area do not have a single sign over 200 square feet.*

Negative finding

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

Applicant response: *The condition is created by the 200sf restriction on the signage allocation- while applicable to smaller retail establishments, the retail size of the building should be allocated in proportion to size.*

Staff comments: *The proposed development and applicant is creating the variance request.*

Negative finding

- 3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Applicant response: *Literal interpretation of the code creates a real hardship in that it is disproportional in the allocation of signage for the building of this size.*

Staff comments: *Other buildings of similar size have adhered to the code requirement for wall signage. Staff feels there is no hardship present in the manner.*

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: *This variance request is based on equity of squared footage allocation and is not based on cost reduction measures.*

Staff comments: *No evidence of decreased costs due to the variance impact.*

Positive finding

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

Applicant response: *Yes, the variance requested is necessary for the recognition of the store and equitable distribution of identification square footage under the code.*

Staff comments: *Other similar developments have been able to comply with the Code requirements for sign size.*

Negative 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: *Correct – the building is located in a commercial district when other retail establishments enjoy square footage allocations commensurate with its retail footprint.*

Staff comments: *Special privileges would be conferred since other similar developments have been able to comply with the Code. Exceeding wall sign size would be in excess of what was approved in the past by Council. All recent signage complies per code with one wall sign unless a variance was granted for two.*

Negative finding

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

Applicant response: *Is in keeping with the intent of the code. The property in question is on a commercial district and granting the variance will enhance the building.*

Staff comments: *Staff does not feel the variance will diminish property value or alter the essential character of the area or surrounding site.*

Positive finding

- 8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.

Applicant response: *Correct. This variance is for signage and identification and is in keeping with the intent of the code.*

Staff comments: *The intent of the code should be followed by all applicants and would not be consistent with the undeveloped land. In addition, no other businesses get such an abundance of signage. While the intent may not be consistent with the Code, the proposed variance may not be injurious to the surrounding properties or harm the public.*

Negative finding

Exhibit 2

Dicks Sporting Goods --sign variance

Aerial view:





CITY OF CLERMONT
VARIANCE
Application

DATE: 1-7-14

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Dick's Sporting Goods

APPLICANT: Imageone Industries

CONTACT PERSON: Lisa Sawchyn

Address: 677 Dunkelferry Road

City: Bursalem State: Pa Zip: 19020

Phone: 215 826-0880 x109 Fax: 215 826 0514

E-Mail: LSawchyn@iwind.com

OWNER: UP Fieldgate UST Investments - Clermont, LLC

Address: 1045 Tulloss Rd

City: Franklin State: TN Zip: 37067

Phone: 863-559-0422 Fax: _____

Address of Subject Property: 1325 Sandy Grove Avenue

General Location: Sandhill Commons

Legal Description (include copy of survey): See Attached

Land Use (City verification required): Ce1m1

Zoning (City verification required): C2

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: _____

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

We are asking for relief to install 428sf of signage on the front entrance of the building where only 200sf is allowed. This retail space occupies approx 40,000sf and is located approx. 410ft from Sandy Grove Ave a retail space of this size requires greater square footage allocation than is granted by code.

How does the Code create a hardship?

The code restriction of 200sf does not take into account a building of the size and square footage and footprint. 15% of the building wall equates to 5440sf @ 15% = 816sf of signage. The 200sf maximum equates to only 1340sf or a building facade of 20'ft x 67'ft. The Dick's building is 32'tall x 170'wide. A retail space of this size is hindered from conducting normal business by the 200sf restriction.

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

Variance requested – subject and code section: _____

Sec. 86-174. Review criteria and findings.

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

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;

The overall size of the building (170' x 254') and the set back distance present a hardship where the 200sf restriction is placed on a retail space of this size.

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

The condition is created by the 200sf restriction on the signage allocation - while applicable to smaller retail establishments, the retail size of the building should be allocated in proportion to size.

CITY OF CLERMONT
VARIANCE
Application
Page 3

3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;

Literal interpretation of the code creates a real hardship in that it is disproportional in the allocation of
sinage for a building of this size.

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

This variance request iss based on equity of square footage allocation and is not based on cost reduction
measures.

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

Yes, the variance requested is necessary for the recognition of the store and the equitable distribution of
identification square footage under the code.

(6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;

Correct - the building is located in a commercial district when other retail establishments enjoy square
footage allocations ~~Commensurate~~ with its retail footprint.

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

Is in keeping with the intent of the code. The property in question is on a commercial district and granting
the variance will enhance the building.

(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.

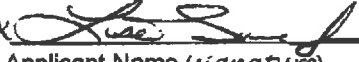
Correct. This variance is for signage and identification and is in keeping with the intent of the code.

**CITY OF CLERMONT
VARIANCE**

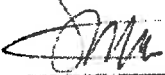
Application

Page 4

Lisa Sawchuk
Applicant Name (print)

X 
Applicant Name (signature)

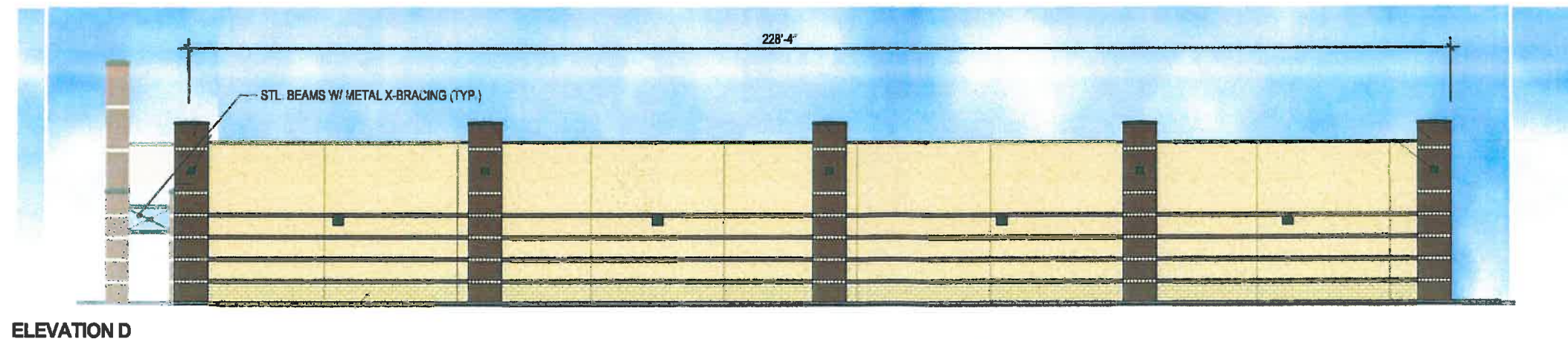
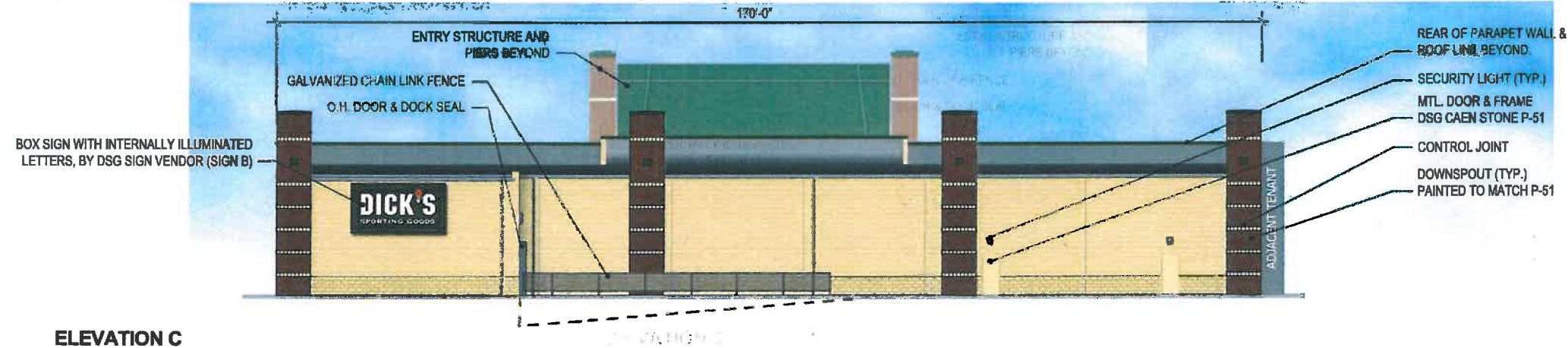
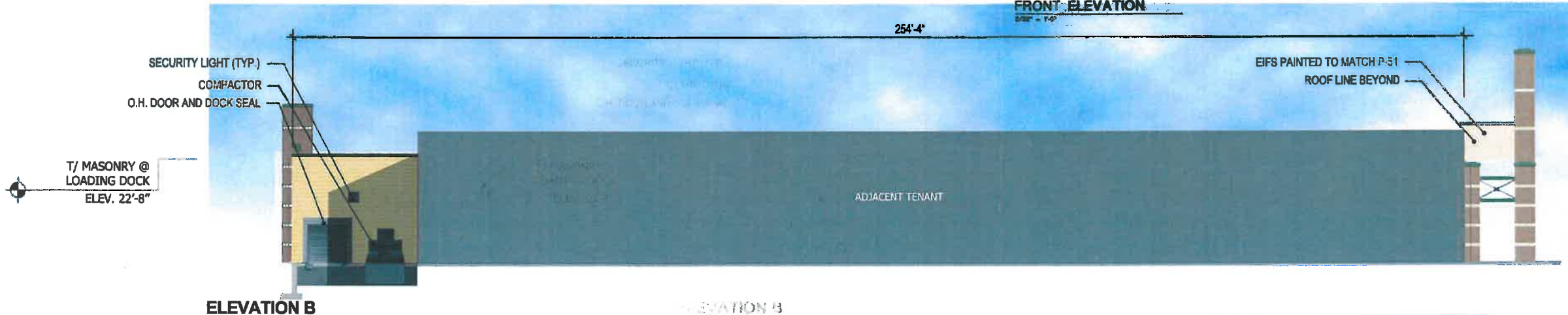
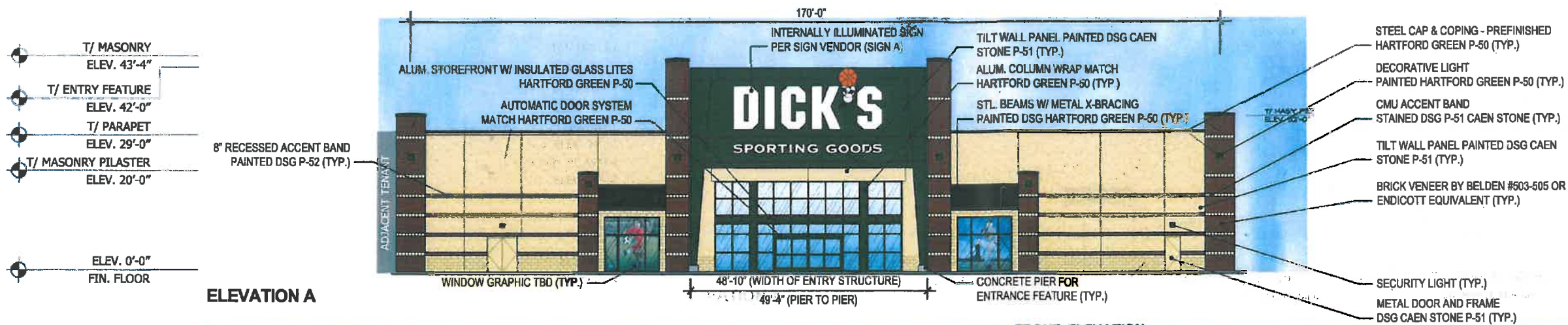
Scott Fish
Owner Name (print)

X 
Owner Name (signature)

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

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

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



All information contained on this exhibit is representative of the architectural materials and heights proposed to be used. This exhibit is NOT intended to be a Construction Document. All final adjustments will be incorporated into the Construction Documents and will be mutually agreed upon by the Landlord and Dick's Sporting Goods.



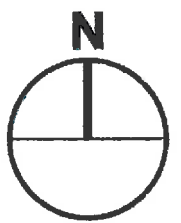
**SANDHILL COMMONS
CLERMONT, FL
EXHIBIT K
STORE #1145**



REV 1	_____
REV 2	_____
REV 3	_____
REV 4	_____
REV 5	_____
DKS APPROVAL	_____ DATE _____
DKS APPROVAL	_____ DATE _____
LL APPROVAL	_____ DATE _____



**SANDHILL COMMONS
CLERMONT, FL
EXHIBIT A
STORE #1145**



LEGEND

- SHOPPING CENTER BOUNDARY
- DSG PREMISES 40,218 SF (170'x228'-4")
- MONUMENT SIGN
- TENANT'S PREFERRED AREA
- NO BUILD AREA
- TENANT'S SERVICE AREA AND SERVICE DRIVE
- CRITICAL ACCESS WAYS
- PROTECTED PARKING 170 PARKING SPACES 4.22/1,000 SF
- EXPECTANT MOTHER PARKING SPACES

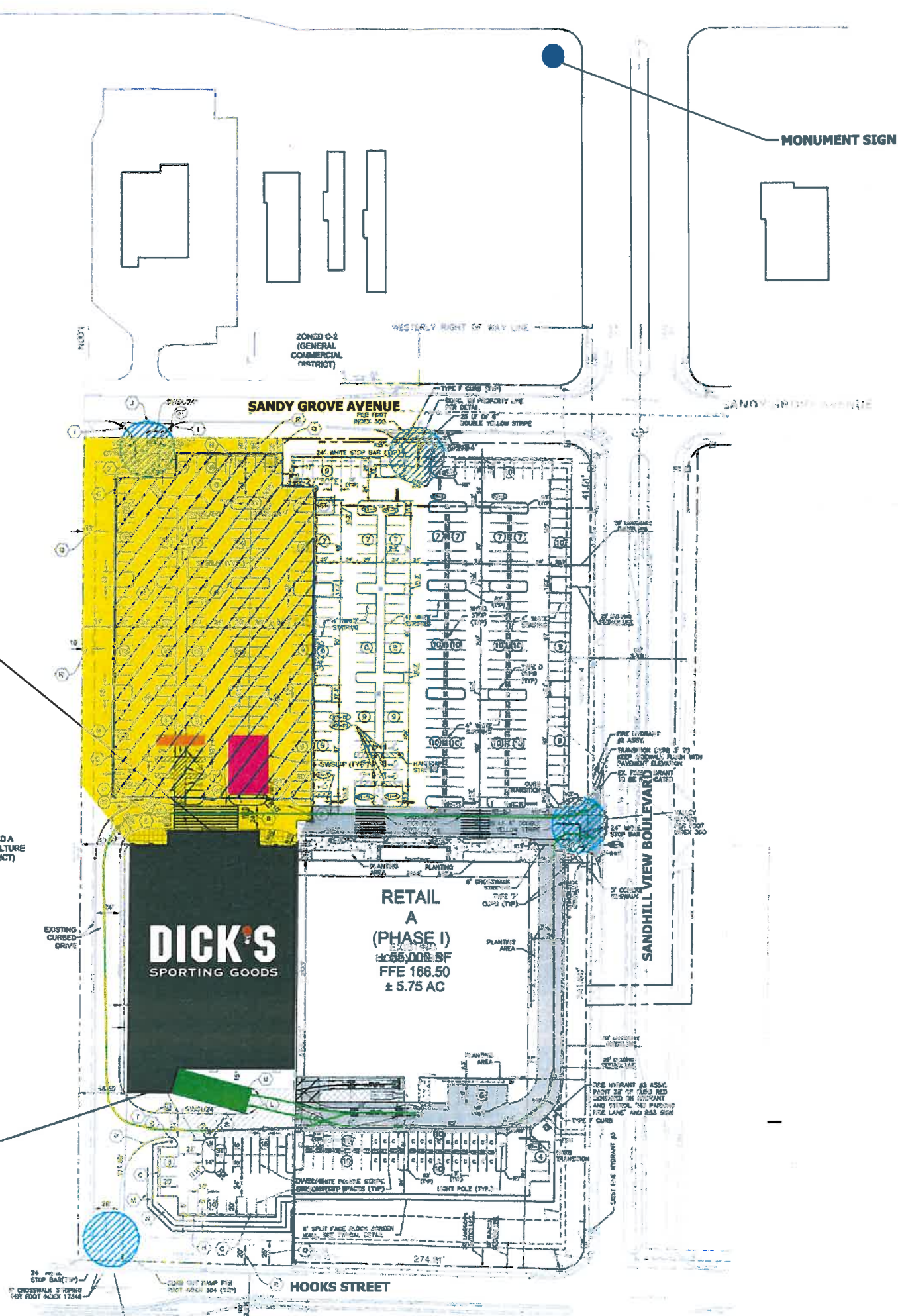
REV 1 _____
REV 2 _____
REV 3 _____
REV 4 _____
REV 5 _____

DKS APPROVAL _____ DATE _____
LL APPROVAL _____ DATE _____

EXTERIOR ENTRANCE

BOX SIGN

MONUMENT SIGN



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following Variance: To allow a wall sign in excess of the maximum allowable square footage of 200 square feet - as required by the Land Development Code, Section 102-14, at the following location:

LOCATION

1325 Sandy Grove Avenue
West of Hobby Lobby

A complete legal description may be obtained in the Planning & Zoning 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, February 11, 2014 at 7:00 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
City Clerk

Daily Commercial
February 4, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, February 11, 2014					
Agenda Item Name					
Hartwood Pines Request					
Requested Action					
Staff Report					
The following request has been provided: Barbara Hollerand, The Hartwood Pines H.O.A. is requisitioning to be on the February,11,2014 agenda so that we may close our street off permanently. The street to be closed off is Hartwood Pines Way going to Hartwood Marsh Road. This street has been closed off for over two years and has worked out very well for our community. This has made our neighborhood much safer, has stopped speeding on the streets, and made the area safer. We thank the city for all they have done, the temporary barricades have worked out great. We have a contractor (Southern Construction & Associates Inc.) who will install gates to close off the street and still give access to the Fire Department in case of an emergency. The new gates will make a much nicer impression on our neighborhood. Thank you again for all the city has done for us. James Fraser Vice President					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
No fiscal impact.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Hartwood Pines entry closing request			Hartwood Pines entry closing request 2014.doc.pdf		

Barbara Hollerand

From: Odalureloh@aol.com
Sent: Wednesday, January 29, 2014 11:47 AM
To: Barbara Hollerand; kday10@centurylink.net; cemely@cfl.rr.com; Kochgene@aol.com; meade3363@gmail.com
Subject: Formalize Gate

Barbara Hollerand,

The Hartwood Pines H.O.A. is requisitioning to be on the February,11,2014 agenda so that we may close our street off permanently. The street to be closed off is Hartwood Pines Way going to Hartwood Marsh Road. This street has been closed off for over two years and has worked out very well for our community. This has made our neighborhood much safer, has stopped speeding on the streets, and made the area safer.

We thank the city for all they have done, the temporary barricades have worked out great.

We have a contractor (Southern Construction & Associates Inc.) who will install gates to close off the street and still give access to the Fire Department in case of an emergency.

The new gates will make a much nicer impression on our neighborhood. Thank you again for all the city has done for us.

James Fraser
Vice President



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, February 11, 2014		
Agenda Item Name		
Tree Fund Assistance Program		
Requested Action		
Staff Report		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Annual tree fee revenue is approximately \$600.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date					
Tuesday, February 11, 2014					
Agenda Item Name					
Ordinance No. 2014-04 <i>Table introduction to March 11, 2014</i>					
Requested Action					
Motion to table Ordinance No. 2014-04 Introduction to March 11, 2014					
Staff Report					
Citrus Tower Apartments and Professional Office - Rezoning					
The applicant and owner has requested to postpone the rezoning introduction to the March 11, 2014 Council meeting.					
Legal Impact					
Additional Analysis					
Fiscal Impact Summary					
No fiscal impact.					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					
1. Ordinance 2014-04 2014-04 Citrus Tower Apartments rezone.doc					
2. Advertisment Citrus Tower Apt. Rezone PZ2-4-2014 CC 2-25-2014.doc					

CITY OF CLERMONT
ORDINANCE No. 2014-04

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

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

SECTION 1:

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

LEGAL DESCRIPTIONS

Tract 48, in Section 29, Township 22 South, Range 26 East, in Lake Highlands Company, According to the plat thereof, as recorded in PB 2, PG 25, of the Public Records of Lake County, Florida.

Less the following parcel:

That part of Tract 48, according to the plat of Lake Highlands Company subdivision of Section 29, as recorded in PB 2, PG 25, of the public records of Lake County, Florida, lying in the southeast $\frac{1}{4}$ of Section 29, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the east $\frac{1}{4}$ corner of said Section 29; thence run south 00 degrees 15'19" east along the east line of said southeast $\frac{1}{4}$ of Section 29 for a distance of 662.64 feet to the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said southeast $\frac{1}{4}$ of section 29; thence run north 88 degrees 50'36" west along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast $\frac{1}{4}$ of the northeast 14 of the southeast $\frac{1}{4}$ for the point of beginning; thence continue north 88 degrees 50'36' west along said north line for a distance of 70.02 feet; thence run south 00 degrees 15'29' east for a distance of 647.72 feet to the north line of the south 15.00 feet of said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; thence run south 88 degrees 53'59' east along said north line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; thence run north 00 degrees 15'29" west along said west line for a distance of 647.65 feet to the point of beginning.

Containing 8.53 acres, more or less

From: UE Urban Estate
To: R-3 Residential/Professional

CITY OF CLERMONT
ORDINANCE No. 2014-04

SECTION 2:

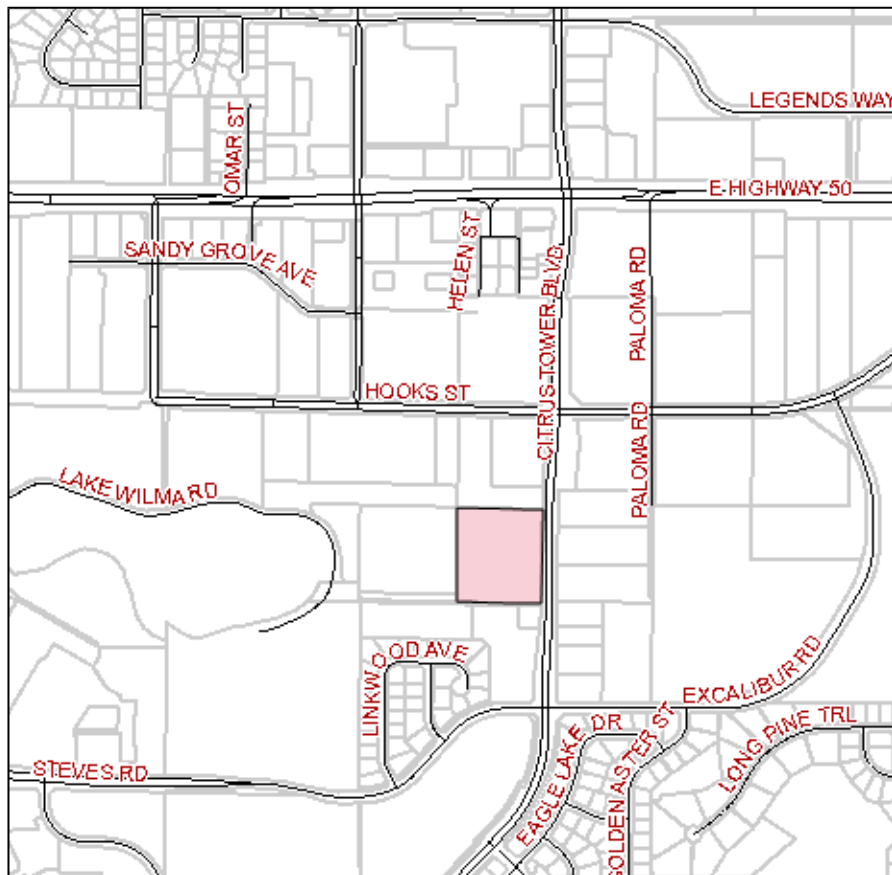
All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed.

SECTION 3:

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

SECTION 4:

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



CITY OF CLERMONT
ORDINANCE No. 2014-04

on this 25th day of March, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form:

Dan Mantzaris, City Attorney

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. 2014-04

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

LOCATION

Vacant property (Alt. Key 1017653) west of Citrus Tower Boulevard;
south of Hooks Street

LEGAL DESCRIPTION

Tract 48, in Section 29, Township 22 South, Range 26 East, in Lake Highlands Company, According to the plat thereof, as recorded in PB 2, PG 25, of the Public Records of Lake County, Florida.

Less the following parcel:

That part of Tract 48, according to the plat of Lake Highlands Company subdivision of Section 29, as recorded in PB 2, PG 25, of the public records of Lake County, Florida, lying in the southeast $\frac{1}{4}$ of Section 29, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

Commence at the east $\frac{1}{4}$ corner of said Section 29; thence run south 00 degrees 15'19" east along the east line of said southeast $\frac{1}{4}$ of Section 29 for a distance of 662.64 feet to the north line of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of said southeast $\frac{1}{4}$ of section 29; thence run north 88 degrees 50'36" west along said north line for a distance of 15.00 feet to the west line of the east 15.00 feet of said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$ for the point of beginning; thence continue north 88 degrees 50'36' west along said north line for a distance of 70.02 feet; thence run south 00 degrees 15'29' east for a distance of 647.72 feet to the north line of the south 15.00 feet of said southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; thence run south 88 degrees 53'59' east along said north line for a distance of 70.02 feet to the aforesaid west line of the east 15.00 feet of the southeast $\frac{1}{4}$ of the northeast $\frac{1}{4}$ of the southeast $\frac{1}{4}$; thence run north 00 degrees 15'29" west along said west line for a distance of 647.65 feet to the point of beginning.

Containing 8.53 acres, more or less

FROM UE URBAN ESTATE
TO R-3 RESIDENTIAL/PROFESSIONAL DISTRICT

This request will be considered by the Planning & Zoning Commission on Tuesday, February 4, 2014 at 7:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 25, 2014 at 7:00 p.m. for final enactment.

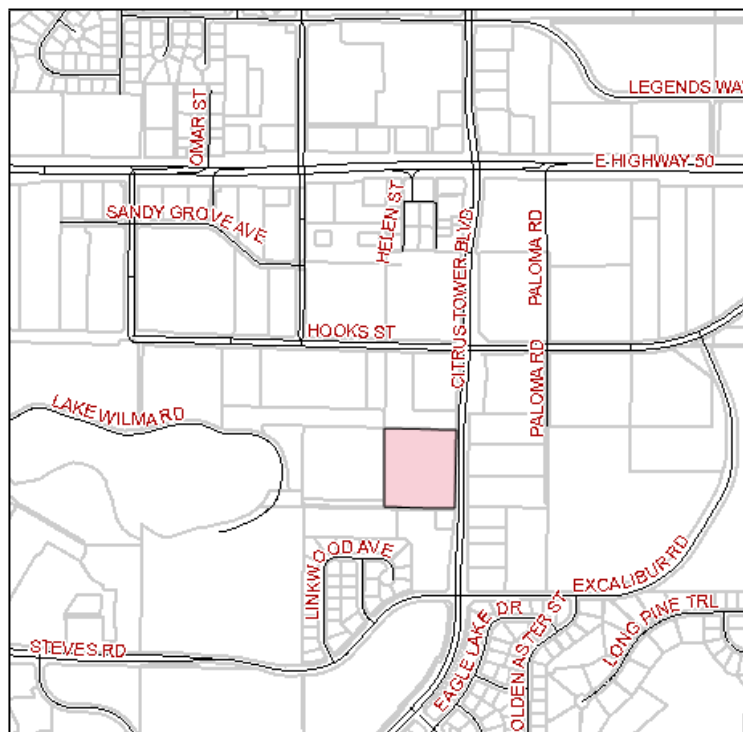
All meetings will be held at City Hall, located at 685 W. Montrose Street.

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
City Clerk

Daily Commercial
January 28, 2014 and February 18, 2014





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date			
Tuesday, February 11, 2014			
Agenda Item Name			
Ordinance No. 2014-06; Introduction Walgreens Right of Way Closing			
Requested Action			
Motion to Introduce Ordinance No. 2014-06.			
Staff Report			
East Magnolia Street ROW Closing The described right-of-way is part of the proposed development for the new Walgreens retail store. Walgreens is preparing site plans for development, and the existing right-of-way is located in the middle of their proposed development. East Magnolia Street originally served three single family homes. The developer has since purchased these homes as part of the proposed development for Walgreens. This portion of East Magnolia Street will no longer serve any purpose for access to the three homes. Staff does want to point out that the city recently spent approximately \$5,600 on this portion of East Magnolia street. Improvements to both underground utilities and resurfacing of the right-of-way was done between late 2012 and early 2013.			
Legal Impact			
Additional Analysis			
Fiscal Impact Summary			
No fiscal impact.			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Ordinance 2014-06	2014-06 E Magnolia Street ROW closing.doc	
2.	Exhibit 2 - Map	ROW Walgreens CC 2-25-14.doc	
3.	Application	ROW closing application.pdf	
4.	Site Plan	ROW site plan.pdf	
5.	Advertisement	Walgreens ROW CC2-11 CC2-25-2014.doc	

CITY OF CLERMONT
ORDINANCE No. 2014-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE PLATTED ROADWAY MAGNOLIA STREET, AS SHOWN ON THE PLAT OF FORTY PINES, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 99 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

NOW THEREFORE, be it resolved and enacted by the City of Clermont, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning the platted roadway as described:

Legal Description (Magnolia Street):

Magnolia Street, as shown on the plat of Forty Pines, according to the plat thereof recorded in Plat Book 12, Page 99, of the public records of Lake County, Florida.

Section 2.

The closing is done pursuant to the authority of the Charter of the City of Clermont, Lake County, Florida and the general laws of the State of Florida.

Section 3.

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

Section 4.

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

Section 5.

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

CITY OF CLERMONT
ORDINANCE No. 2014-06

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 25th day of February, 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

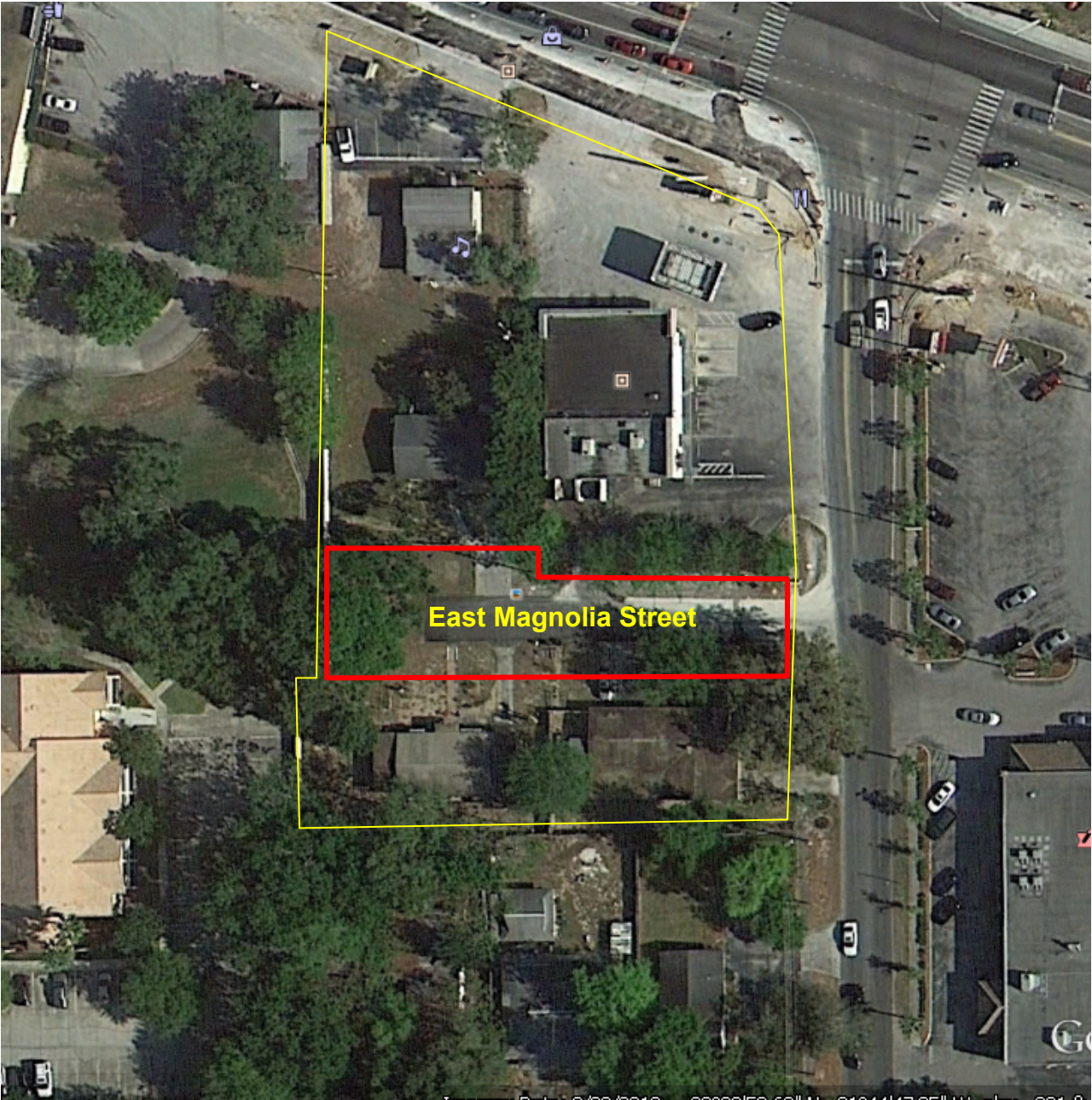
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit 2







**CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION**

DATE: 11/21/13

FEE: \$25.00

PETITIONER'S NAME: Jason Crews w/ The Ferber Company, Inc.

Address: 151 Sawgrass Corners Dr., Suite 202

City: Ponte Vedra Beach State: FL Zip: 32082

Phone: (904) 285-7600 Fax: (904) 280-8443

Legal Description of Petitioner's property abutting Street ROW/easement to be closed (Attach survey if available): Refer to the attached boundary survey. The petitioner owns all property to the north and south of the street's right-of-way up to the right-of-way line for Bloxam Ave.

If named - name of street to be closed: East Magnolia Street

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):
From Intersection with Bloxam Ave to End of Magnolia Street

Purpose or reason for closing: Property re-development to a proposed Walgreens, this includes re-development of the property north and south of existing street.

Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. X yes no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Planning Director in the Planning & Zoning Department, at least 45 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. **The applicant must supply 35 copies of the application and supplemental materials. Include the original signed application.**

A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Jason Crews

Petitioner Name (print)

x Jason Crews

Petitioner 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.

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

DIVISION 2. CLOSING

Sec. 54-46. Purpose of division.

The purpose of this division is to establish an orderly procedure for closing and permanently abandoning municipal streets within the city.

(Code 1962, § 19-1; Ord. No. 96-C, § 1, 8-28-73)

Sec. 54-47. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Street means any public street, avenue, road, alley, highway, lane, path or other public way located in the city as shown on any of the various maps and plats of the city, recorded in the county public records.

(Code 1962, § 19-1; Ord. No. 96-C, § 1, 8-28-73)

Cross references: Definitions generally, § 1-2.

Sec. 54-48. Procedure.

(a) *Filing of petition; information required.* Whenever anyone who is the owner of or has any legal interest in property abutting a street within the city shall desire that the street be closed and permanently abandoned, he shall file a petition at the office of the city clerk setting forth the following information:

- (1) The petitioner's full name and mailing address.
- (2) The legal description of his property involved.
- (3) A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.
- (4) The purpose for which the street is requested to be closed.
- (5) The names and mailing addresses of all property owners abutting the portion of the street requested to be closed and abandoned.

(b) *Filing fee; notice; hearing; notification of property owners.* When a petition containing the information described in subsection (a) of this section is filed with the city clerk, along with the filing fee established by resolution of the council and on file in the city clerk's office, the clerk shall forthwith cause notice of the petition to be published as a legal notice in a local newspaper, no less than ten days prior to the date set for a hearing on the petition, and shall enter the matter on the agenda of the next regular meeting of the city council if the meeting is ten or more days forthcoming. Otherwise, the matter shall be advertised and set for hearing at the following regular meeting wherein ten days' notice could be given; furthermore, all property owners abutting that portion of the affected street shall be individually notified by an official letter from the city, stating the conditions of the request.

(c) *Council action.* At the regularly scheduled city council meeting wherein the requested street closing appears on the agenda, the city council will act upon the requested street closing. Upon motion and second of the city council, an ordinance may be introduced and passed, as provided by law, closing and permanently abandoning all or any portion of the street requested to be closed by the petition. Such ordinance shall be introduced and passed according to law.

(Code 1962, § 19-2; Ord. No. 96-C, § 2, 8-28-73)

Charter references: Construction of streets, sidewalks and other local improvements, § 5.

Sec. 54-49. Retention of utility easement.

Whenever it shall appear to the city council that the city does not have a utility easement along the street requested to be closed, the city shall retain a utility easement on any street closed and permanently abandoned pursuant to the provisions of this division.

(Code 1962, § 19-3; Ord. No. 96-C, § 3, 8-28-73)

Sec. 54-50. Recording of ordinances closing and abandoning streets.

Any municipal ordinance duly passed as provided by law, which closes and permanently abandons any street within the city, shall be recorded by the city clerk in the public records of the county.

(Code 1962, § 19-4; Ord. No. 96-C, § 4, 8-28-73)

BOUNDARY SURVEY - FOR - THE FERBER COMPANY, INC.

LEGAL DESCRIPTION:

(OFFICIAL RECORDS BOOK 1659, PAGES 13-14)
BEGIN AT THE NORTHWEST CORNER OF LOT 9 IN FORTY PINES, A SUBDIVISION IN THE CITY OF CLERMONT, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE EAST LINE OF LOT 9 AND AN EXTENSION SOUTH THEREOF AND ALSO ALONG THE EAST LINE OF LOT 8 IN THE SAID FORTY PINES SUBDIVISION TO THE SOUTHEAST CORNER OF THE SAID LOT 8; THENCE RUN WEST ALONG THE SOUTH LINE OF THE SAID LOT 8 A DISTANCE OF 125 FEET TO THE SOUTHWEST CORNER OF THE SAID LOT 8; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID LOT 8, AND AN EXTENSION NORTH THEREOF, TO A POINT ON THE NORTHERLY LINE OF LOT 11 IN THE SAID FORTY PINES SUBDIVISION; THENCE RUN SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LOTS 11, 10 AND 9 IN THE SAID FORTY PINES SUBDIVISION TO THE POINT OF BEGINNING.

(OFFICIAL RECORDS BOOK 3684, PAGES 124-126)
LOTS 9, 10, 11 AND 12 IN FORTY PINES, A SUBDIVISION IN THE CITY OF CLERMONT, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:
THAT PART OF LOTS 11 AND 12 IN FORTY PINES, A SUBDIVISION IN THE CITY OF CLERMONT, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 12, THENCE RUN SOUTH ALONG THE WEST LINE OF THE SAID LOT 12 A DISTANCE OF 129.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE RUN SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF THE SAID LOTS 12 AND 11 A DISTANCE OF 52.17 FEET TO A POINT THAT IS 50 FEET EAST OF THE WEST LINE OF THE SAID LOT 12 WHEN MEASURED AT A RIGHT ANGLE THERETO; THENCE RUN NORTH AND PARALLEL WITH THE WEST LINE OF THE SAID LOT 12 TO A POINT ON THE NORTHERLY LINE OF THE SAID LOT 12; THENCE RUN NORTHWESTERLY ALONG THE NORTHERLY LINE OF THE SAID LOT 12 A DISTANCE OF 53.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEGIN AT THE NORTHWEST CORNER OF LOT 9 IN FORTY PINES, A SUBDIVISION IN THE CITY OF CLERMONT, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH ALONG THE EAST LINE OF LOT 9 AND AN EXTENSION SOUTH THEREOF AND ALSO ALONG THE EAST LINE OF LOT 8 IN THE SAID FORTY PINES SUBDIVISION TO THE SOUTHEAST CORNER OF THE SAID LOT 8; THENCE RUN WEST ALONG THE SOUTH LINE OF THE SAID LOT 8 A DISTANCE OF 125 FEET TO THE SOUTHWEST CORNER OF THE SAID LOT 8; THENCE RUN NORTH ALONG THE WEST LINE OF THE SAID LOT 8, AND AN EXTENSION NORTH THEREOF, TO A POINT ON THE NORTHERLY LINE OF LOT 11 IN THE SAID FORTY PINES SUBDIVISION; THENCE RUN SOUTHEASTERLY ALONG THE NORTHERLY LINE OF LOTS 11, 10 AND 9 IN THE SAID FORTY PINES SUBDIVISION TO THE POINT OF BEGINNING.

(OFFICIAL RECORDS BOOK 3957, PAGES 2221-2226)
THAT PART OF LOTS 11 AND 12 IN FORTY PINES, A SUBDIVISION IN THE CITY OF CLERMONT, FLORIDA, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF LOT 12, THENCE RUN SOUTH ALONG THE WEST LINE OF THE SAID LOT 12 A DISTANCE OF 129.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE RUN SOUTHEASTERLY ALONG THE SOUTHERLY LINE OF THE SAID LOTS 12 AND 11 A DISTANCE OF 52.17 FEET TO A POINT THAT IS 50 FEET EAST OF THE WEST LINE OF THE SAID LOT 12 WHEN MEASURED AT A RIGHT ANGLE THERETO; THENCE RUN NORTH AND PARALLEL WITH THE WEST LINE OF THE SAID LOT 12 TO A POINT ON THE NORTHERLY LINE OF THE SAID LOT 12; THENCE RUN NORTHWESTERLY ALONG THE NORTHERLY LINE OF THE SAID LOT 12 A DISTANCE OF 53.93 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

LESS
COMMENCE AT A 4-INCH BY 4-INCH CONCRETE MONUMENT STAMPED "B4838" MARKING THE NORTHWEST CORNER OF SECTION 30, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 88°32'54" EAST ALONG THE NORTH LINE OF SAID SECTION 30 A DISTANCE OF 1501.21 FEET TO A POINT ON THE CENTERLINE OF SURVEY OF STATE ROAD 50, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, F.P. 238429-3 SECTION 111070, SAID POINT BEING ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 5279.65 FEET; THENCE DEPARTING SAID NORTH LINE OF SECTION 30, FROM A TANGENT BEARING OF SOUTH 71°41'07" EAST RUN SOUTHEASTERLY ALONG SAID CENTERLINE OF SURVEY AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°45'12" AN ARC DISTANCE OF 775.34 FEET TO THE END OF SAID CURVE; THENCE CONTINUING ALONG SAID CENTERLINE OF SURVEY, RUN SOUTH 53°55'55" EAST 523.86 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8584.42 FEET; THENCE CONTINUING ALONG SAID CENTERLINE OF SURVEY, RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°14'10" AN ARC DISTANCE OF 335.41 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE WEST LINE OF LOT 12, FORTY PINES, PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID CENTERLINE OF SURVEY, SOUTH 00°46'50" WEST ALONG SAID PROJECTION 54.31 FEET TO THE NORTHWEST CORNER OF SAID LOT 12 AND THE SOUTHERLY EXISTING RIGHT OF WAY OF SAID STATE ROAD 50 AS SHOWN ON SAID RIGHT OF WAY MAP, BEING A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 864.42 FEET, ALSO BEING THE POINT OF BEGINNING; THENCE FROM A TANGENT BEARING OF SOUTH 66°18'32" EAST, RUN SOUTHEASTERLY ALONG SAID EXISTING RIGHT OF WAY LINE AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'34" AN ARC DISTANCE OF 54.21 FEET TO THE EAST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1795, PAGE 1638, SAID PUBLIC RECORDS; THENCE DEPARTING SAID EXISTING RIGHT OF WAY, SOUTH 00°46'50" WEST ALONG THE EAST LINE 8.26 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 8848.00; THENCE FROM A TANGENT BEARING OF NORTH 66°40'31" WEST, RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°21'04" AN ARC DISTANCE OF 54.21 FEET TO A POINT ON SAID WEST LINE OF LOT 12; THENCE NORTH 00°46'50" EAST ALONG SAID WEST LINE 8.27 FEET TO THE POINT OF BEGINNING.

(OFFICIAL RECORDS BOOK 1039, PAGE 1863)
LOT 4, FORTY PINES SUBDIVISION, CITY OF CLERMONT, AS RECORDED IN THE PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

(OFFICIAL RECORDS BOOK 758, PAGE 427)
LOT 5 IN FORTY PINES, A SUBDIVISION IN THE CITY OF CLERMONT, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

(OFFICIAL RECORDS BOOK 786, PAGE 1212)
LOT 7, FORTY PINES, ACCORDING TO THE RECORDED PLAT THEREOF, RECORDED IN PLAT BOOK 12, PAGE 99, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LEGEND AND ABBREVIATIONS:

AC	ACRES	PLS	PROFESSIONAL LAND SURVEYOR
ASPH	ASPHALT PAVEMENT	POC	POINT ON CURVE
CL	CALCULATED	PRC	POINT OF REVERSE CURVATURE
CB	CHORD BEARING	PRM	PERMANENT REFERENCE MONUMENT
CD	CHORD DISTANCE	PSM	PROFESSIONAL SURVEYOR MAPPER
CLF	CENTER LINE	R	RADIUS
CM	CHAIN-LINK FENCE	R/W	RIGHT OF WAY
CMC	CONCRETE MONUMENT	SP	SPLIT RAIL FENCE
CONC	CONCRETE	TEB	TEMPORARY BENCH MARK
DEED	DEED	TYM	TYPICAL
ESMT	EASEMENT	W	WITH
EP	EDGE OF PAVEMENT	W/V	WATER VALVE
F.D.O.T	FLORIDA DEPARTMENT OF TRANSPORTATION	X	CENTRAL ANGLE
FIRM	FLOOD (FLORIDA) INSURANCE RATE MAP	Y	BREAK LINE
FNC	FENCE	Z	SET 4"x4" CM (BSA LB 1221)
FND	FOUND	1	FOUND 4"x4" CM (AS NOTED)
HWF	HIDE-WIRE FENCE	2	SET 1/2" (BSA LB 1221)
ID	IDENTIFICATION	3	FOUND 1/2" (AS NOTED)
IP	IRON PIPE	4	SET 5/8" IRC (BSA LB 1221)
IRC	IRON PIPE & CAP	5	FOUND IRON ROD (AS NOTED)
IR	IRON ROD	6	FOUND IRON PIPE (AS NOTED)
IRC	IRON ROD & CAP	7	FOUND AXLE (AS NOTED)
LB	LAND BUSINESS	8	FOUND "C" CUT
MEAS	MEASURED	9	BENCHMARK (AS NOTED)
MB	MAP BOOK	10	WIRE PULL BOX
NAVD	NORTH AMERICAN VERTICAL DATUM	11	CABLE TELEVISION RISER BOX
NVD	NATIONAL GEODETIC VERTICAL DATUM	12	ELECTRIC JUNCTION BOX
N/D	NOT DETERMINED	13	TELEPHONE RISER BOX
NO	NUMBER	14	WATER METER
NR	NON-RADIAL	15	TRAFFIC SIGNAL BOX
OR	OFFICIAL RECORDS BOOK	16	ELECTRIC TRANSFORMER
OSB	OVER-SIDE BENCH	17	WOOD UTILITY POLE
OSU	OVER-SIDE UTILITIES	18	PEDESTRIAN SIGNAL POST
PL	PLAT	19	GUY ANCHOR
PLB	PLAT BOOK	20	LIGHT POLE
PC	POINT OF CURVATURE	21	STORM MANHOLE
PCC	POINT OF COMPOUND CURVATURE	22	ELECTRIC METER
PCH	POURED CONCRETE MONUMENT	23	SANITARY MANHOLE
PCHS	PAGE/PAGES	24	FIBER-OPTIC CABLE MARKER
PL	PROPERTY LINE	25	SINGLE POLE SIGN

CERTIFIED TO:
THE FERBER COMPANY, INC.

**PRELIMINARY
NOT FOR OFFICIAL USE**

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "MINIMUM TECHNICAL STANDARDS" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J17.050-.052, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. 5381

DATE

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

(CERTIFICATE OF AUTHORIZATION NO. LB 1221)

BOUNDARY SURVEY
- FOR -
THE FERBER
COMPANY, INC.

LOTS 4, 5, 7-10, AND A
PORTION OF LOTS 11 & 12
FORTY PINES, ACCORDING
TO P.B. 12, PG. 99
LAKE COUNTY, FLORIDA

FB/PG
10-22-28/1-7
FIELD DATE
03/23/2011
DRAWING DATE
03/24/2011
BY
LAT
APPROVED
WCD
PROJECT NO.
4WAL-J5
SCALE
1" = 20'

1
OF
1

CRD	REVISION	DRAWN	DATE	FB/PG

680 MAGNOLIA AVENUE
ORLANDO, FLORIDA 32807
Phone: 407.860.8400
Fax: 407.860.8401
www.bowyer-singleton.com
Certified Professional Surveyors
Licensed Professional Engineers
Professional Land Surveyors & Mappers

BOWYER SINGLETON

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday February 25, 2014 at 7:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 15 FOOT RIGHT-OF-WAY EASEMENT FOR 574.46 FEET OF THE PLATTED UNNAMED ROAD LYING SOUTH OF TRACT 48; REPEALING ALL ORDINANCES IN CONFLICT HERewith, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

This ordinance is available for public inspection in the Planning and Zoning Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

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

Tracy Ackroyd, MMC

City Clerk
Daily Commercial
February 11, 2014

**AGENDA ITEM**

Council Meeting Date	
Tuesday, February 11, 2014	
Agenda Item Name	
Ordinance No. 2014-07; <i>Introduction Walgreens Rezoning</i>	
Requested Action	
Motion to Introduce Ordinance No. 2014-07	
Staff Report	
Walgreens Rezoning The applicant is requesting to rezone these parcels from R-2 residential (Bumgarner Parcel) and C-1 commercial (Boudreau Parcel) to C-2 General Commercial in order to permit the construction of a new Walgreens stand alone store at the southwest corner of SR 50 and Bloxam Ave. These parcels (Exhibit 2), in conjunction with the parcels on the corner (north of these sites) that consist of Papa John's Pizza, the abandoned Citgo service station, the Music Station, and the existing home behind the Music Station, will be redeveloped into the new Walgreens store and site. This store will replace the existing Walgreens in the shopping plaza to the east. The proposed new store will be approximately 15,000 square feet and will be developed to City's Land Development Code. The parcels are located in the Commercial Future Land Use Category (Exhibit 3), as depicted on the City's Future Land Use Map 1.1. Surrounding the parcels to the north, east, and south is the Commercial Land Use Category. To the west, the Land Use Category is Medium Density Residential. The Commercial Future Land Use Category, as stated in Policy 1.9.1 of the City's Comprehensive Plan, allows general retail sales and services. The proposed Walgreens Store would be consistent with this policy and permissible in this Future Land Use Category. The current zoning to the north and east of these parcels is C-2, General Commercial, as shown in Exhibit 3, from the City's Zoning Map. The rezoning of these parcels would be a logical extension, especially from the north, to allow full use of the property. The rezoning to the C-2 zoning district would allow redevelopment of the parcels in the area to the fullest extent permitted under the existing Commercial Future Land Use Category. The rezoning would continue to complete the infill of parcels designated in this area under the Commercial Future Land Use. Under Section 122-223 of the Land Development Code, the C-2 zoning district permits retail businesses. The proposed Walgreens Store would be consistent with this section of the code. The proposed rezoning of the parcels to C-2 would be consistent with this request and the area as a whole. The rezoning would provide for an opportunity to redevelop this area into a more appropriate use, as permitted under the Commercial Future Land Use Category. Therefore, staff recommends approval of this request based upon the information presented.	
Legal Impact	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Exhibit 1 - Ordinance	2014-07 Walgreens rezone.doc
2.	Exhibit 2 & 3 Maps	Walgreens Exhibit 2 & 3 Maps.pdf
3.	Application	Rezoning application.pdf
4.	Site plan	REZ site plans.pdf
5.	Ad Ordinance 2014-07	Walgreens Rezone PZ2-4-2014 CC 2-25-2014.doc

CITY OF CLERMONT
ORDINANCE No. 2014-07

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 DESCRIPTIONS

673 East Magnolia Street:

Lot 5, Forty Pines Subdivision, City of Clermont, Florida, according to the Plat thereof, recorded in Plat Book 12, Page 99, Public Records of Lake County, Florida.

And

1550 Bloxam Avenue:

Lot 4, Forty Pines Subdivision, City of Clermont, Florida, according to the Plat thereof, recorded in Plat Book 12, Page 99, Public Records of Lake County, Florida.

Together containing .4 acres, more or less

From: R-2 MEDIUM DENSITY RESIDENTIAL & C-1 LIGHT COMMERCIAL
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.

SECTION 4:

CITY OF CLERMONT
ORDINANCE No. 2014-07

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



CITY OF CLERMONT
ORDINANCE No. 2014-07

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

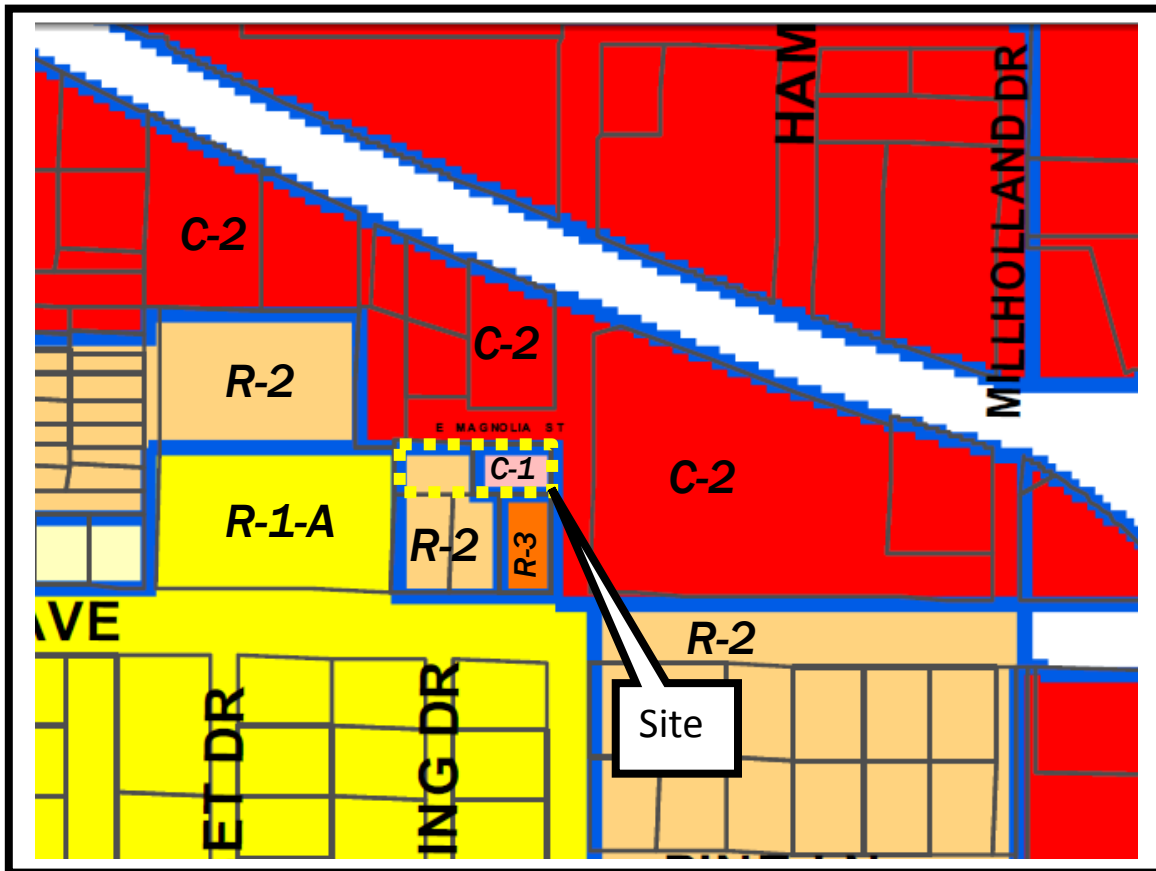
Approved as to form:

Dan Mantzaris, City Attorney

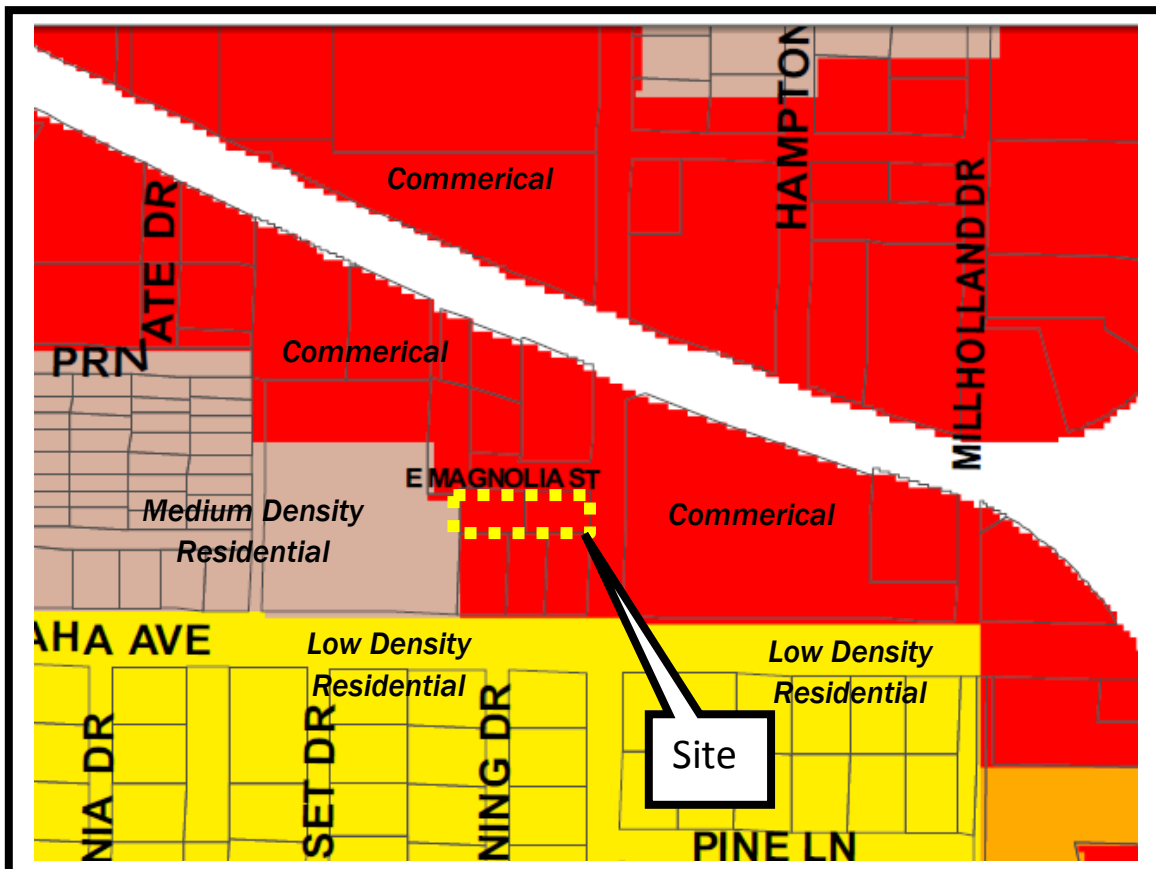
Exhibit 2 – Location



Exhibit 3 – Zoning



Future Land Use





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 11/20/13

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Clermont Walgreens

APPLICANT: The Ferber Company

CONTACT PERSON: Jason Crews

Address: 151 Sawgrass Corners Dr. Suite 202

City: Ponte Vedra Beach

State: FL

Zip: 32082

Phone: (904) 285-7600

Fax: (904) 280-8443

E-Mail: jcrews@ferbercompany.com

OWNER: Shirley G. Boudreau

Address: PO Box 314

City: Clermont

State: FL

Zip: 34711

Phone: 352-396-1122

Fax: 352-241-6365

Address of Subject Property: 1550 Bloxam Ave., Clermont, FL 34711

Legal Description (Include copy of survey): Lot 4, Forty Pines Subdivision, City of Clermont, Florida,
according to the Plat thereof, recorded in Plat Book 12, Page 99, Public Records of Lake County, Florida.

Acreage: 0.20

Land Use: Light Commercial District

(City verification required)

Present Zoning: C-1

(City verification required)

Proposed Zoning: C-2

******* 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.**

**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

What are you proposing to do that would require a rezoning?
Re-development of the above property and adjacent property into a pharmacy/drugstore with drive thru, parking lot and other site improvements to service the proposed pharmacy/drugstore.

Jason Crews

Applicant Name (print)

x Jason Crews
Applicant Name (signature)

Shirley G. Boudreau

Owner Name (print)

Cindy Moran

x Shirley G. Boudreau
Owner Name (signature)
Cindy Moran Attorney in fact
for Shirley Boudreau

***** NOTICE *****

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BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED
UNTIL SUCH CORRECTIONS ARE MADE.**

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



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 12-18-13

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Clermont Walgreens

APPLICANT: The Ferber Company

CONTACT PERSON: Jason Crews

Address: 151 Sawgrass Corners Dr. Suite 202

City: Ponte Vedra Beach

State: FL

Zip: 32082

Phone: (904) 285-7600

Fax: (904) 280-8443

E-Mail: jcrews@ferbercompany.com

OWNER: Harry F. Bumgarner

Address: 1474 Curry Road

City: Roseburg

State: OR

Zip: 97471

Phone: _____

Fax: _____

Address of Subject Property: 673 W. Magnolia St., Clermont FL 34771

Legal Description (include copy of survey): Lot 5, Forty Pines Subdivision, City of Clermont, Florida,
according to the Plat thereof, recorded in Plat Book 12, Page 99, Public Records of Lake County, Florida.

Acreage: 0.20

Land Use: Medium Density Residential

(City verification required)

Present Zoning: R-2

(City verification required)

Proposed Zoning: C-2

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**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

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

Re-development of the above property and adjacent property into a pharmacy/drugstore with drive thru, parking lot and other site improvements to service the proposed pharmacy/drugstore.

Jason Crews

Applicant Name (print)

X Jason Crews
Applicant Name (signature)

Harry F. Bumgarner

Owner Name (print)

X Harry F. Bumgarner
Owner Name (signature)

***** NOTICE *****

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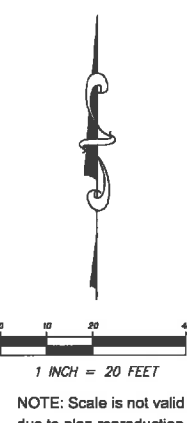
City of Clermont Planning & Zoning Department 685 W. Montrose St. P.O. Box 120219 Clermont, FL. 34712-0219 (352) 394-4083 Fax: (352) 394-3542

SEE SHEET 1 FOR NOTES, LEGAL DESCRIPTION AND COMMENTS
SEE SHEET 2 FOR BOUNDARY INFORMATION
SEE SHEET 3 FOR ADDITIONAL TOPOGRAPHIC INFORMATION

LEGEND AND ABBREVIATIONS:

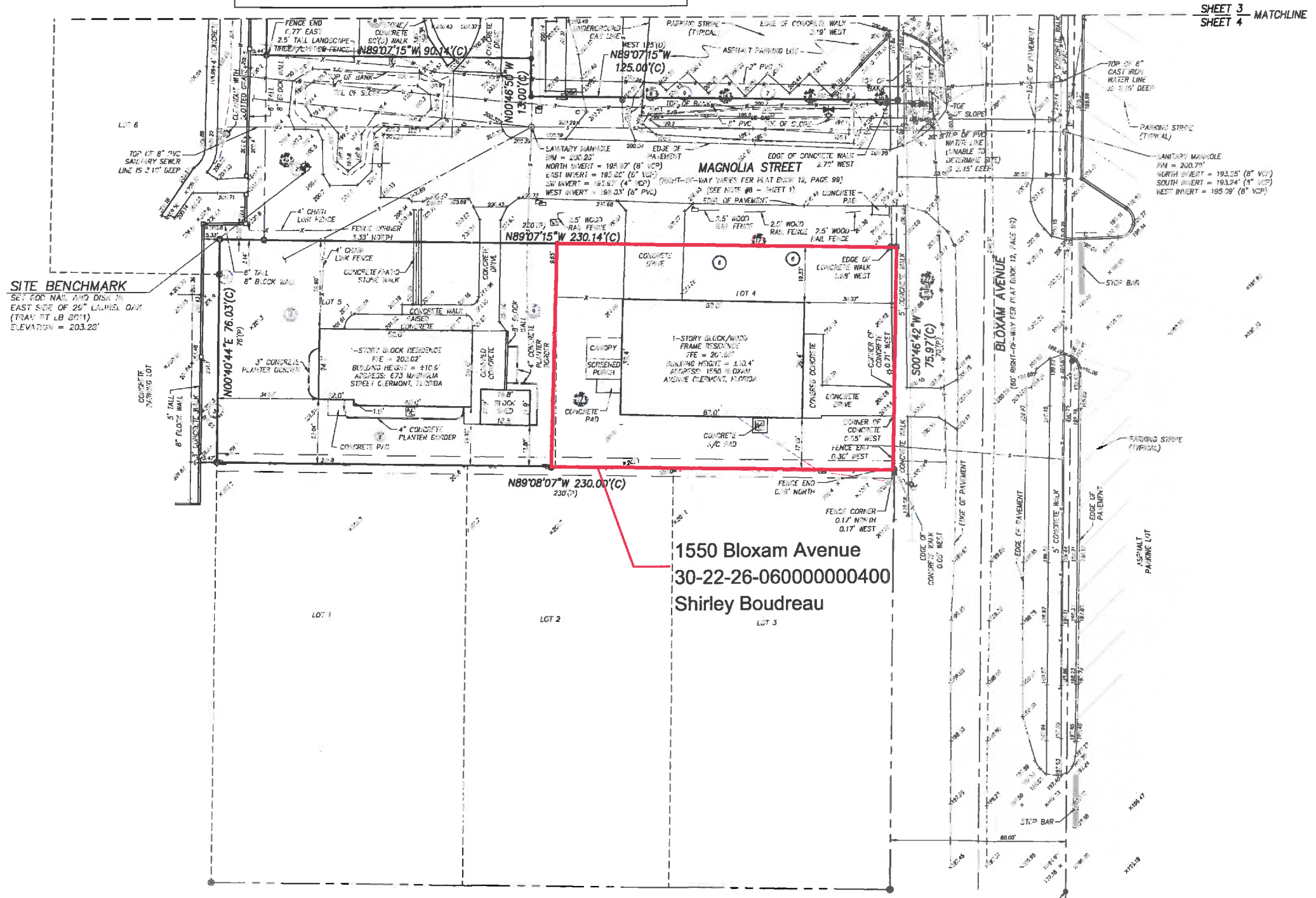
ALTA	AMERICAN LAND TITLE ASSOCIATION
ACSM	AMERICAN CONGRESS ON SURVEYING & MAPPING
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
±	MORE OR LESS
EL	ELEVATION
LB	LICENSED BUSINESS
NO	NUMBER
PSM	PROFESSIONAL SURVEYOR AND MAPPER
LS	LAND SURVEYOR
ID	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
C	CENTERLINE
R	RADIUS
L	ARC LENGTH
Δ	DELTA (CENTRAL ANGLE)
C.D.	CHORD LENGTH
C.B.	CHORD BEARING
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
(M)	FIELD MEASUREMENT (AS SURVEYED)
(C)	CALCULATED MEASUREMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
BC	BACK OF CURB ELEVATION
FL	FLOW LINE ELEVATION
PI	POINT OF INTERSECTION
LT	LEFT
RT	RIGHT
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
LLC	LIMITED LIABILITY COMPANY
VCP	VITRIFIED CLAY PIPE
HDPE	HIGH DENSITY POLYETHYLENE
DIP	DUCTILE IRON PIPE
PVC	POLYVINYL CHLORIDE
CMP	CORRUGATED METAL PIPE
RCP	REINFORCED CONCRETE PIPE
NAVD	NORTH AMERICAN VERTICAL DATUM
NGVD	NATIONAL GEODETIC VERTICAL DATUM
PB	PLAT BOOK
ORB	OFFICIAL RECORDS BOOK
PG(S)	PAGE(S)
R/W	RIGHT OF WAY
REF. PT.	REFERENCE POINT
INV.	INVERT
FFE	FINISHED FLOOR ELEVATION
REC	RECOVERED
CCR	CERTIFIED CORNER RECORD
RLS	REGISTERED LAND SURVEYOR
CM	CONCRETE MONUMENT
IRC	IRON ROD AND CAP
IR	IRON ROD
IP	IRON PIPE
CLF	CHAIN LINK FENCE
FCM	FOUND CONCRETE MONUMENT (LB 7077)
FN	FOUND NAIL AS NOTED
FD	FOUND NAIL & DISK (LB 1221)
UN	UNLESS OTHERWISE NOTED
SN	SET NAIL & DISK (LB 8011)
FA	FOUND AXLE
UN	UNLESS OTHERWISE NOTED
FI	FOUND IRON ROD AS NOTED
FS	FOUND 5/8" IRON ROD & CAP (LB 1221)
SI	SET 5/8" IRON ROD & CAP (LB 8011)
CB	CONTROL/BENCHMARK AS DESCRIBED
IG	CURB INLET GRATE
CB	CATCH BASIN
SM	STORM MANHOLE
TM	TELEPHONE MANHOLE
SH	SANITARY MANHOLE
SC	SANITARY CLEANOUT
EM	ELECTRIC MANHOLE
EM	ELECTRIC METER
ER	ELECTRIC RISER BOX
CT	CABLE TELEVISION RISER BOX
TR	TELEPHONE RISER BOX
UR	UTILITY RISER
W	WELL
ICV	IRRIGATION CONTROL VALVE
WM	WATER METER
WV	WATER VALVE
FH	FIRE HYDRANT
ACP	AIR CONDITIONER PAD
GV	GAS VALVE
FCCM	FIBER OPTIC CABLE MARKER
GLM	GAS LINE MARKER
CUP	CONCRETE UTILITY POLE
MUP	METAL UTILITY POLE
WUP	WOOD UTILITY POLE
UGA	UTILITY POLE GUY ANCHOR
LP	LIGHT POLE
MF	WETLAND FLAG
SN	SIGN (AS NOTED)
R	REFLECTOR
MAP	MAST ARM POLE
MB	MAILBOX
B	BOLLARD
BP	BACKFLOW PREVENTOR
SE	144.42 SPOT ELEVATION (IMPERVIOUS SURFACE)
SE	144.4 SPOT ELEVATION (PERVIOUS SURFACE)
---	LINE BREAK
- - -	FENCE LINE AS NOTED
- - -	OVERHEAD UTILITY LINE
- - -	APPROXIMATE TOP OF BANK
- - -	APPROXIMATE TOE OF SLOPE
- - -	EXISTING CONTOUR
■	CONCRETE AREA
■	ASPHALT AREA
■	PARCEL 109 LESS AND EXCEPT-ORB 3915, PAGE 1409
■	PARCEL 110 LESS AND EXCEPT-ORB 3943, PAGE 2055

TREE LEGEND	
(SIZE DENOTED INSIDE SYMBOL)	
○	CAMPOR
○	CEDAR
○	CHERRY
○	CHINABERRY
○	CREPE MYRTLE
○	CYPRESS
○	DOGWOOD
○	GUM
○	HICKORY
○	HOLLY
○	JUNIPER
○	LAUREL OAK
○	LIVE OAK
○	MAGNOLIA
○	MAPLE
○	MIMOSA
○	MISC
○	OAK
○	PALM
○	PECAN
○	PINE TREE
○	PLUM
○	SUGAR HACKBERRY
○	SYCAMORE



Description: Proposed redevelopment into a pharmacy/drugstore with drive thru, parking lot and other site improvements to service facility

Applicant: The Ferber Company
Attn: Jason Crews
151 Sawgrass Corners Dr. Suite 202
(904) 285-7600



1550 Bloxam Avenue
30-22-26-060000000400
Shirley Boudreau

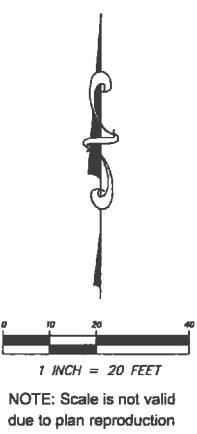
SHEET 3
SHEET 4 MATCHLINE

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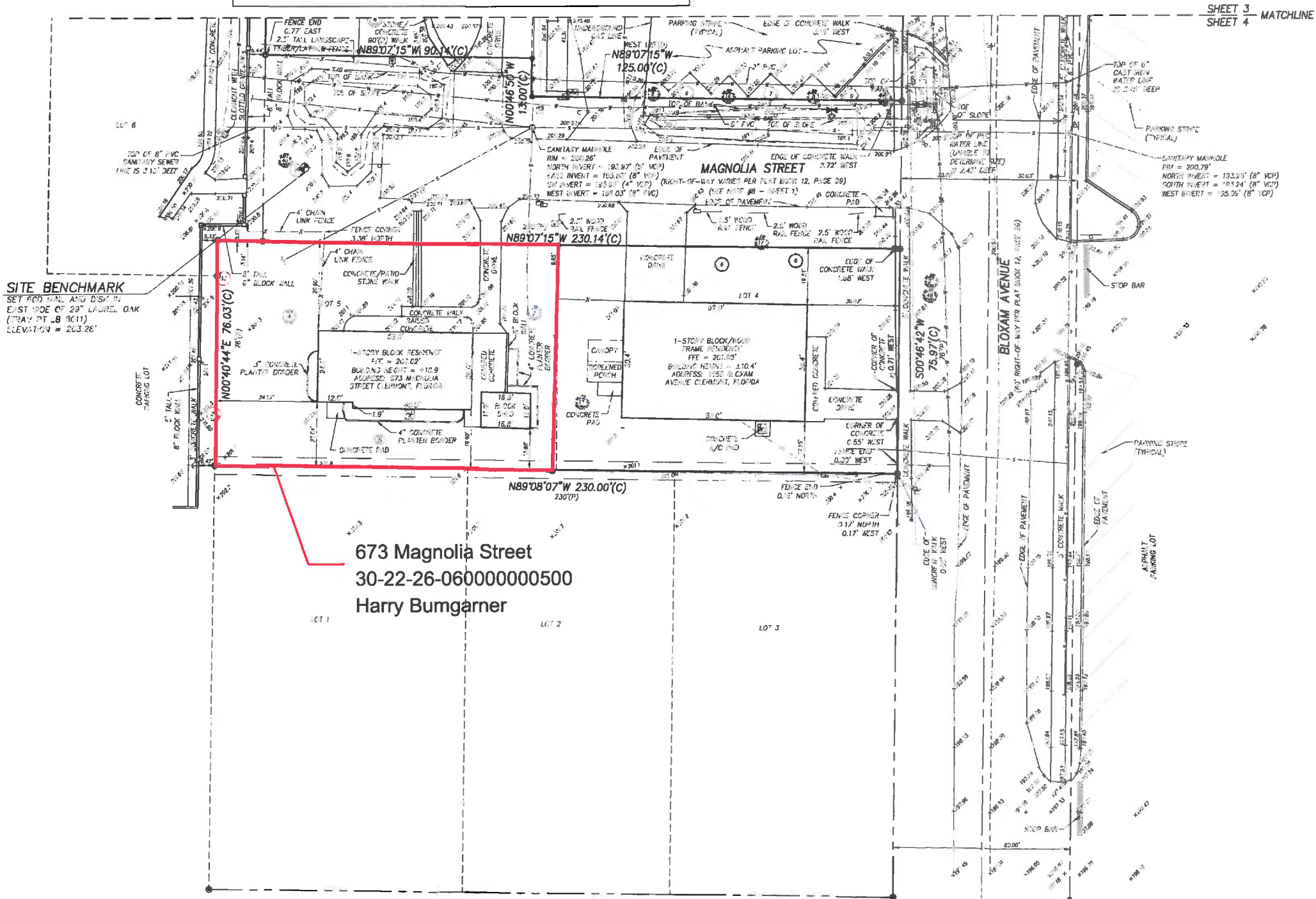
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Description: Proposed redevelopment into a pharmacy/drugstore with drive thru, parking lot and other site improvements to service facility

Applicant: The Ferber Company
Attn: Jason Crews
151 Sawgrass Corners Dr. Suite 202
(904) 285-7600



673 Magnolia Street
30-22-26-060000000500
Harry Bumgarner

SHEET 3
SHEET 4 MATCHLINE

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. 2014-07

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, PROVIDING FOR AN EFFECTIVE DATE AND PROVIDING FOR PUBLICATION.

LOCATION

673 West Magnolia Street
and
1550 Bloxam Avenue

LEGAL DESCRIPTION

673 West Magnolia Street:

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1550 Bloxam Avenue:

Lot 4, Forty Pines Subdivision, City of Clermont, Florida, according to the Plat thereof, recorded in Plat Book 12, Page 99, Public Records of Lake County, Florida.

Together containing .4 acres, more or less

FROM R-2 MEDIUM DENSITY RESIDENTIAL & C-1 LIGHT COMMERCIAL
TO C-2 GENERAL COMMERCIAL

This request will be considered by the Planning & Zoning Commission on Tuesday, February 4, 2014 at 7:00pm

A public meeting to consider the request will be held before the City Council on Tuesday, February 25, 2014 at 7:00pm 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 8:00am and 5:00pm

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

Tracy Ackroyd
City Clerk

Daily Commercial
January 28, 2014 and February 11, 2014

