



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 24, 2017**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. For items listed on the agenda, each speaker will be permitted 5 minutes to address the Council. For non-agenda items, each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Surplus Request

Consider approval to declare end of life inventory as surplus from the Information Technology Department and dispose of in accordance with the Purchasing Policy.

Item No. 2 - List of Prequalified Contractors

Consider approval of a pre-qualified list of contractors for construction of the Victory Pointe Park project.

Item No. 3 - Bid Award

Consider approval of bid award to William Medley Construction, Inc. to provide renovations to Palatlakaha Park in the total budgeted amount of \$456,710.00.

Item No. 4 - Funding Program Agreement

Consider approval of 2016 Lake County Tourist Development Tax Capital Projects Funding Program Agreement in the amount of \$400,000 for the Victory Pointe Project.

Item No. 5 - Utility Service Agreement

Consider request for a Utility Service Agreement for Wastewater for Dr. Khadra Medical Offices located at the NE corner of Mohawk Rd. & Citrus Tower Blvd in Minneola.

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Item No. 6 - Collective Bargaining Agreement

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

UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2016-38 *Final*
Table to April 11, 2017
South Lake Medical Arts Center

Consider tabling ordinance of a large-scale comprehensive plan amendment to change the future land use from Office to Residential/Office for property located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard to April 11, 2017.

Item No. 8 - Ordinance No. 2016-40 *Final*
Table to February 28, 2017
Density Amendment

Consider tabling ordinance to amend the Future Land Use Element of the comprehensive plan for the Downtown Mixed Use future land use category to the February 28, 2017 Council meeting.

NEW BUSINESS

Item No. 9 - Ordinance No. 2017-01 *Introduction*
Commercial Solid Waste

Consider ordinance introduction to allow a non-exclusive garbage franchise agreement with Al Roznowski Services, LLC.

Item No. 10 - Ordinance No. 2017-03 *Introduction*
MSTU

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

Item No. 11 - Ordinance No. 2017-06 *Introduction*
Right of Way Closing

Consider ordinance introduction of East Desoto Street Right of Way closing.

Item No. 12 - Ordinance No. 2017-07 *Introduction*
Council Compensation

Consider ordinance introduction to increase the salary of the Council Members and Mayor effective January 1, 2019.

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

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person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

Please be advised that if you intend to show any document, picture, video or items to the Council or Board in support or opposition to any item on the agenda; a copy of the document, picture, video or item must be provided to the City Clerk for the City's records.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Surplus Request		
Requested Action		
Recommend to approve and declare end of life inventory as surplus from the Information Technology Department and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of the Information Technology Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. <u>I.T. Department</u> Qty: Property Description (1) Council Chambers audio/visual equipment (see attached equipment list) Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.		
Additional Analysis		
Fiscal Impact Summary		
The audio/visual equipment have no monetary value.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. IT Department - Property Disposal	IT Department - Property Disposal.pdf	

PROPERTY DISPOSAL FORM

Department: Information Technology

Property Tag #: _____

Contact Person: Don Dennis

Phone: 352-241-7377

Year / Make / Model: _____

Vehicle No. _____

Miles / Hours:

Serial / VIN: _____

Description of Property	projection screen, speakers, microphones (see attached list)
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☐ See attached form with multiple items listed. All items must include above information.

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

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

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

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

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

[x] OBSOLETE: Refers to any item, material and software, which is of no use to the City or has expired its useful life.

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

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: Donald C. [Signature]

Date: Jan 11, 2017

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

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____

Manufacturer	Item	Description	Quantity
Draper	Screen	10 foot, ceiling mount projection screen	1
RCA	Speakers (x11)	4-inch full range 20watt cube speakers	11
Lanier	Microphones (x4)	Model DM-1525	4
Crestron	Power supply	CNPWS-75	1
Crestron	Distribution block	CHNBLOCK	1
Crestron	Control processor	PRO2	1
Crestron	Touch panel (wired)	TPS-1700	1
Crestron	Touch panel (wireless)	TPS-1700 & DA-1700CW	1
Crestron	Adapter	CN-RJ11	1
Crestron	RF Gateway	STRFGWX	1
Extron	Matrix 50 Series Switcher	S/N 701407004	1
Extron	DA6 RGBHV	Distribution amplifier, S/N 701518002	1
Extron	DA6 RGBHV	Distribution amplifier, S/N 701518014	1
Extron	Crosspoint switcher	S/N 707065025	1
Gentner	PSR1212	S/N 1124050222256	1
Gentner	PSR1212	S/N 1425060222380	1
ClearOne	Converge SR 1212	S/N 8181100806	1
Planar	LCD monitor (x8)	15-inch monitors	8
NEC	LCD monitor	15-inch monitor	1
Viewsonic	LCD monitor	17-inch monitor	1
Mitsubishi	HS-U748 VHS VCR	S/N 013967M	1
Xantech	PA1235X 12 channel amp	S/N 03032110007	1



AGENDA ITEM

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
List of Prequalified Contractors		
Requested Action		
Recommend to approve the pre-qualified list of contractors, from the evaluation committee, to provide construction of Victory Pointe Park project.		
Staff Report		
The Purchasing Department issued a Request for Qualification (RFQ) number 17-019 on December 8, 2016 to pre-qualify contractors for the construction of Victory Pointe Park project. The RFQ was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were seven (7) responses to the RFQ. An evaluation committee composed of four (4) voting members and one (1) non-voting member reviewed, scored and pre-qualified the contractors (see attached evaluation summary). The purpose of the RFQ was to verify that the contractors meet or exceed the minimum criteria set forth in the solicitation. Contractors having a score of eighty (80) or above will be allowed to participate in a formal Request for Bid (RFB) for construction. There were a total of four (4) pre-qualified contractors. The Purchasing Department seeks approval of the pre-qualified list of contractors in order to proceed with the next bidding phase.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFQ 17-019 Evaluation Summary	RFQ 17-019 Evaluation Summary.pdf	
2. RFQ 17-019 Pre-Qualified List	RFQ 17-019 Pre-Qualified List.pdf	
3. RFQ 17-019	RFQ 17-019.pdf	



City of Clermont Evaluation Summary

RFQ No. 17-019 PROJECT TITLE: Contractor Prequalification for Victory Pointe Park Project

Meeting Location and Time:

January 17, 2017 at 11:00 AM 2nd Floor Large Conference Room 232

Evaluation Committee Members:

James Kinzler	Projects Director
Terry Dykehouse	City Engineer
Frank Bellomo	Senior Director of Landscape Architecture, GAI Consultants
Bob Schanck	V.P., Sr. Director of Engineering, GAI Consultants
Freddy Suarez	Purchasing Director (non-voting member)

	Points Received	Points Received	Points Received	Points Received	Pre-Qual.
Astra Construction	95	95	95	93	Y
Collage Design	85	85	83	82	Y
West Construction	55	73	61	54	N
Cayo	73	61	73	73	N
Hayway Baker	55	42	67	47	N
Oelrich Construction	89	90	84	87	Y
Gomez Construction	88	95	95	85	Y

Notes:

Contractors receiving a score of eighty (80) points or higher will be prequalified to participate in a formal RFB for construction.



PURCHASING DEPARTMENT

January 17, 2017

RFQ 17-019, Contractor Prequalification for Victory Pointe Park Project

Below is the prequalified list of General Contractors for the construction of Victory Pointe Park. Only the General Contractors listed below will be able to bid on the project.

Astra Construction Services, LLC. – Woodstock, GA
Collage Design & Construction Group, Inc. – Lake Mary. FL
Oelrich Construction, Inc. – Jonesville, FL
Gomez Construction Company – Winter Park, FL

It is estimated that the bid documents for construction will be available in late January 2017. Once the bid is complete, all contractors listed above will be notified through BidSync. Contractors are advised to login to BidSync and make sure that emails and contact information is correct.



REQUEST FOR QUALIFICATIONS

Contractor Prequalification for Victory Pointe Park Project

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFQ No. **17-019**

ISSUED DATE: *December 8, 2016*

RESPONSE DUE DATE: January 12, 2017 at 2:00 P.M.

PRE- SUBMISSION MEETING: Not Applicable

DEADLINE FOR WRITTEN QUESTIONS: January 9, 2017 by 3:00 P.M. and must be submitted through BidSync.

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

Responses must be delivered to:

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

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

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

SECTION A Response Procedures		SECTION B Scope of Services		SECTION C Response Format
SECTION D Evaluation Process	X	SECTION E Company Profile	X	SECTION F Signature Page
SECTION G Structural Borings Report		SECTION H Site Plan		SECTION I Intentionally Omitted
SECTION J Intentionally Omitted		SECTION K Intentionally Omitted		SECTION L Intentionally Omitted

COMPANY NAME:

PHONE:

MAILING ADDRESS:

NAME OF AUTHORIZED REPRESENTATIVE:

SECTION – A RESPONSE PROCEDURES

1 – PURPOSE

The purpose of this solicitation is to prequalify General Contractors for the construction of Victory Point Park project. This initial RFQ provides for the submission of documents intended to verify that the contractor meets or exceeds the minimum criteria set forth in this solicitation. Contractors who meet or exceed the criteria established in this RFQ will be allowed to submit a bid for the construction of this project. The project is expected to be bid late January of 2017.

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

2 – PRE-SUBMISSION MEETING

Not applicable for this solicitation.

3 – QUESTIONS DEADLINE

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Clermont – Purchasing Department will accept written questions up until 3:00 P.M. on Monday, January 9, 2017. Verbal inquiries will not be accepted and potential respondents are instructed to only seek additional information or clarification or to communicate in writing with the Purchasing Director.

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

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

4 – SUBMISSION OF RESPONSE

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

SECTION – A
RESPONSE PROCEDURES

above and initial. Any illegible entries, penciled or corrections not initialed, will not be tabulated. Responses must be signed in ink or it will not be considered for award.

5 – DELIVERY OF RESPONSE

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

“RFQ NUMBER, SOLICITATION TITLE AND COMPANY NAME”

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

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

All responses must be delivered to the 2nd Floor, Purchasing Department, 685 W. Montrose Street, Clermont or mailed to the location stated below prior to **2:00 P.M. (EST) on Thursday, January 12, 2017**. Only the names of the respondents will be read aloud.

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

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

SECTION – A
RESPONSE PROCEDURES

7 – TIMETABLE

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

Task	Date
Solicitation issue date	December 8, 2016
Newspaper advertisement	December 12, 2016
Pre-submission meeting	Not Applicable
Questions deadline	January 9, 2017 at 3:00 P.M.
Release of addenda	T.B.D.
Response due date	January 12, 2017 at 2:00 P.M. (EST)

8 – RESTRICTION OF COMMUNICATION

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

9 – RESERVATION OF RIGHTS TO THE CITY

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

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

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

SECTION – A
RESPONSE PROCEDURES

10 – RESPONSE EXPENSES

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

11 – INSURANCE REQUIREMENTS

The selected respondent(s) shall be required to provide proof of insurance within five (5) business days of request, in the amounts indicated below.

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

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

XX	1. General Liability with limits of liability \$1,000,000 per occurrence for bodily injury property damage to include Premises/ Operations; Products, Completed Operations and Contractual Liability. Contractual Liability and Contractual Indemnity (Hold harmless endorsement as written in Section-E, Terms and Conditions, No. 35).	
XX	2. Automobile Liability - \$1,000,000 each occurrence – owned/non-owned/hired automobiles included.	
XX	3. Workers' Compensation and Employer's Liability per the statutory limits of the State of Florida (\$100,000 each accident and \$100,000 each employee with \$500,000 policy limit for disease).	
XX	4. Excess Liability - \$5,000,000 per occurrence to follow the primary coverage.	
XX	5. The City of Clermont and the Engineer of record (GAI Consultants, Inc.), must be named as an additional insured on the liability policies; and it must be stated on the certificate.	
XX	6. Other insurance as indicated: <u> X </u> Builders Risk completed value ___ Liquor Liability ___ Fire Legal Liability ___ Protection and Indemnity	<u>\$ Contract Value</u> \$ _____ .00 \$ _____ .00 \$ _____ .00

SECTION – A
RESPONSE PROCEDURES

	☐ Employee dishonesty Bond	\$ _____ .00
	☒ Professional Liability	\$2,000,000 _____ .00
	☐ Other	\$ _____ .00
XX	7. Thirty (30) days written cancellation notice required.	
XX	8. Best's guide rating B+:VI or better, latest edition or as otherwise acceptable to the City.	
XX	9. The certificate must state the solicitation number and title.	

16 – LOBBYING

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

END OF SECTION – A

SECTION – B
SCOPE OF SERVICES

The Victory Pointe Park project is a public park and stormwater pond located in downtown Clermont, Florida. The project area is approximately 13 acres and is bordered by Lake Minneola on the north, Victory Way on the east, and private property on the west and south. The heavily-used South Lake Trail crosses the north end of the project site adjacent to the lake in an east-west direction. West Minneola Avenue also crosses the site in an east-west direction, and is located on the southern end of the project area. Also included as a part of the project is a portion of West Osceola Street, which runs east of the main project site approximately five hundred (500) feet.

The project consists of the removal of an existing wetland and the demolition of various streets and the existing city boat ramp. Construction includes, but is not limited to, excavation and grading to indicated elevations; placement of deep sheet piles with concrete caps; boardwalks, concrete walks, and specialty paving; potable water system and relocation of existing water and sewer mains; restroom building including adjacent small stage; multi-level wood observation tower with handicap access lift; asphalt roadways; vehicular bridge; extensive electrical system for special events; lighting; shoreline restoration; irrigation system; extensive native landscape plantings.

Estimated duration of construction is approximately 12 months.

The engineer estimate for this project is \$9 Million.

END OF SECTION – B

SECTION – C RESPONSE FORMAT

1 – RESPONSE FORMAT

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

Proposals shall be tabled as follows

Table of Contents

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

TAB A – Introduction Letter

Provide an introduction letter outlining the respondent's specialization, location of office that will be responsible for managing the project and a brief summary of past experience intended to support the qualifications of the respondent to perform required professional services. The introduction letter shall be signed by an officer of the Company/Corporation submitting the proposal.

TAB B – License

The respondent must provide evidence that its company is currently registered with the state and holds an unexpired active State of Florida General Contractor's license. Respondent shall provide photo copy of license indicating it is active in this section. In addition, if the respondent is a corporation, it must be properly chartered with the Florida Department of State and must submit evidence of such in this section.

TAB C – Background and Length of Time in Business

The respondent must have been in existence, under its current name, for at least five (5) years as an active General Contractor in good standing with a proven track record of performance and must provide evidence of such in this section. If name changes have occurred in the past Fifteen (15) years, provide these name changes in chronological order.

In this section, provide a brief narrative of company history including date the company was formed and/or incorporated, list the officers of the company submitting, and its qualifying agents.

In addition, include a brief narrative of your most significant projects. Limit to no more than five (5).

NOTE: If the respondent has declared bankruptcy or filed for re-organization in the past ten (10) years, your firm will not be pre-qualified.

SECTION – C RESPONSE FORMAT

TAB D – Project Experience

Submit descriptions and final project photos of at least five (5) completed projects of similar type, size and complexity. Experience should include at least three (3) projects with significant horizontal construction, including regional stormwater ponds, parks and environmentally sensitive open space projects. Particular consideration will be given to those firms with experience with: wetlands and adjacent surface waters of the state; pre-fabricated vehicular bridge structures; sheet piles of greater than fifteen (15) feet of depth; cast in place retaining walls, asphalt roadways; construction of structures on an extensive muck environment; boardwalks and wood observation tower; utility and drainage systems located in an active downtown environment including Maintenance of Traffic and maintenance of adjacent businesses). Include project details such as project name, project location, size in square feet, features similar to the proposed project, the project owner, owners contact person, his/her phone number and email address, the project cost (including original contract value and final contract value), and any other significant features associated with the work.

Projects listed in this section should have been completed within the past ten (10) years by the respondent's company.

TAB E – Project Methodology and Approach

Submit projects with significant issues related to soil conditions, particularly deep muck and associated structural methodologies used to solve these issues. Identify each project milestone and describe the project from inception to final completion of services.

Projects listed in this section should have been completed within the past ten (10) years by the respondent's company.

TAB F – Subcontractor's and Owner References

- a) The General Contractor shall provide three (3) each subcontractor and three (3) each owner references who can be called to validate the General Contractor's experience and past performance. Include contact name, name of project you worked on with the sub or owner, and their phone number (ensure that the number is current and the person you are using as a reference is still working for the entity on the reference).
- b) Include copies of three (3) letters of recommendation from Architects and/or Owners (other than those identified above) from projects that the respondent has completed within the past five (5) years.
- c) Provide a list of the major subcontractors you contract with on a regular basis and would most likely solicit bids from on this project. Understanding that this is a hard bid project, the submission of list will in no way be considered as a commitment from the respondent to contract with any of the subs listed.

SECTION – C RESPONSE FORMAT

TAB G – Staff Experience

Provide the resumes of the Superintendent and Project Manager who will be assigned to this project. Resumes shall include education, number of years of experience, his/hers three (3) most significant projects and any other pertinent information you feel necessary to convey the quality of the individuals you will assign to this project.

The Superintendent and Project Manager shall have a minimum of five (5) years' experience operating in the same capacity (position) working on projects of similar scope and size. The Superintendent and Project Manager must be an employee of the respondent for the last two (2) years.

If available, provide letters of recommendations from architects and/or owners that identify these individuals as being instrumental in the success of the project they were on.

TAB H – Bonding Information

Submit evidence (in the form of a notarized letter from the surety) indicating the firm's ability to provide 100% payment and performance bonds for this project by including a statement of available and aggregate bonding capacity from a surety company authorized to practice in the State of Florida by the Department of Insurance. Surety shall have an A.M. best rating of B+ or better with a Financial Size Category (FSC) of VI or better. Certificate shall provide A.M. best number for each surety. (Provide contact information in Section E).

Minimum Bonding requirements to pre-qualify:

- Single Project Bonding Capacity – Greater than \$10M (\$10,000,000).
- Aggregate Bonding Capacity – Greater than \$20M (\$20,000,000).
- Current Available Bonding – Greater than \$10M (\$10,000,000).

See evaluation criteria section on how this section will be scored. Note: if you do not meet the minimum bonding requirements you do not pre-qualify.

TAB I – Lake County General Contractor

Submit evidence that respondent's main office is located in Lake County for at least two (2) years. If respondent is not a Lake County Contractor, state so in this section.

TAB J – Insurance Information

Submit a current insurance certificate (on Accord Form) showing the firm's standard insurance coverage. Refer to Section A.12 for insurance coverage requirements and limits. Please note that these will be used as a basis for prequalification only and may be amended in the RFB.

The Insurance Carrier shall have an A.M. Best rating of B+ or better with a Financial Size Category (FSC) of VI or better. Certificate shall provide A.M. best number for

SECTION – C RESPONSE FORMAT

each surety and be authorized to practice in the State of Florida by the Department of Insurance. Provide letter from insurance carrier of good standing for the last five (5) years. If insurance was terminated by carrier, provide an explanation.

TAB K – Claims Disputes

In this section, list all contractors' projects that are:

- a) Currently in Litigation or have been in litigation within the last ten (10) years and provide reasons for dispute. In addition, provide disposition (pending or settled), the amount of claim and brief description of the claim or dispute.
- b) If any of the respondent's projects have been completed by a surety in the last ten (10) years, your firm will be unable to prequalify for this project. Provide a notarized statement from officer of the respondent that states that no contract by the respondent company has been completed by its surety.
- c) List all liquidated damages that have been assessed to respondent in the last five (5) years including a brief narrative of the circumstances and the amount assessed.

TAB L – Additional Information

Respondent must complete, in full, Section-E Company Profile and return with the solicitation (including supplemental information respondent wishes to add).

TAB M – Requested Forms

- i. Section F – Signature Page
- ii. Signed Addenda (if applicable)

2 – PRESENTATION FORMAT

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

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

Respondents are limited to a total page count not to exceed forty (40) pages single sided excluding cover page, tab sheets, addendum, and required forms stated in the solicitation. Page size shall be 8.5 x 11 inches, foldouts are not acceptable. The text size should be 11 point or larger using Arial or Times New Roman font only. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins.

SECTION – C
RESPONSE FORMAT

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

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

IMPORTANT NOTE:

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

END OF SECTION – C

SECTION – D
EVALUATION PROCESS

The procedure for response evaluation and selection is as follows:

1. Solicitation issued.
2. Receipt of responses.
3. Opening of responses and determination if responses meet the minimum qualification standards.
4. An Evaluation Committee shall meet to evaluate each response in accordance with the requirements of this solicitation.
5. The Evaluation Committee shall evaluate each response by following the criteria below:
 - a. Quality of submittal – clarity, conciseness and compliance with the requirements of the solicitation.
(0 to 3 pts.)
 - b. Introduction Letter meets the requirements of Tab A, and describes areas of specialization pertinent to a project of this type.
(0 to 3 pts.)
 - c. Licensed as a General Contractor in the State of Florida.
[No points given; 'No' response results in disqualification = 0 pt.]
 - d. Length of time in business under current name.
[(Less than 5 years = 0 pts.), (5 to 9 years = 3 pts.), (10+ years = 5 pts.)]
 - e. The experience of the respondent in projects with significant horizontal construction, including regional stormwater ponds, parks and environmentally sensitive open space projects which may include significant wetlands and surface waters of the State.
[(1 or less = 0 pts.), (2 to 4 = 5 pts.), (5+ = 12 pts.)]
 - f. The experience of respondent in projects with significant issues related to soil conditions, particularly deep muck and associated structural methodologies used to solve these issues.
[(1 or less = 0 pts.), (2 to 4 = 5 pts.), (6+ = 12 pts.)]
 - g. Letters of recommendation.
[(Less than 3 = 0 pts.), (3 letters = 5 pts.)]

SECTION – D
EVALUATION PROCESS

- h. Experience of the proposed staff (up to 10 points)
 - Project Manager = [(0 to 2 years = 0 pts.), (3 to 5 years = 2 pts.), (5+ years = 5 pts.)]
 - Project Superintendent = [(0 to 2 years = 0 pts.), (3 to 5 years = 2 pts.), (5+ years = 5 pts.)]
 - i. Ability to provide bond in the amount specified in this solicitation (up to 10 points). See below for scoring criteria.
 - Meets or exceeds Single Project Capacity of \$10M, has available bonding in excess of \$10M and aggregate capacity of at least \$20M = (5 pts.)
 - Meets or exceeds Single Project Capacity of \$10M, has available bonding in excess of \$12M and aggregate capacity of \$21M to \$25M = (7 pts.)
 - Meets exceeds Single Project Capacity of \$15M, has available bonding in excess of \$15M and aggregate capacity of \$26M or greater = (10 pts.)
 - j. Are you a Lake County General Contractor? In order to qualify, your main office must be located in Lake County for at least two (2) years.
[If NO = 0 pt., if YES = 5 pts.]
 - k. Evidence of required insurance coverage as outlined in this solicitation.
[If NO = 0 pt., if YES = 5 pts.]
 - l. Insurance terminated by carrier within the last five (5) years.
[If YES = 0 pt., if NO = 5 pts.]
 - m. Litigation within the last ten (10) years.
[(4 = 0 pts.), (1-3 = 5 pts.), (0 = 10 pts.)] Explanations are required in response to this RFQ.
 - n. Assessed liquidated damages in the past five (5) years.
[YES = 0 pt. if NO = 5 pts.]
 - o. Evaluation of company profile.
[0 to 10 points]
5. The Evaluation Committee shall short list the number of contractors having Eighty (80) points in the aggregate or higher.

SECTION – D
EVALUATION PROCESS

6. The short-listed respondent(s) will form part of a prequalified contractor list and will be invited to participate in a formal RFB for construction.

IMPORTANT NOTE:

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

END OF SECTION D

SECTION – E
COMPANY PROFILE

COMPANY NAME: _____ Date: _____

The contents of this questionnaire will be used to determine the General Contractor's qualifications. Information requested must be provided on this form. A "See Attached" response will not be acceptable.

COMPANY INFORMATION			
Percent of work performed by own forces: List trade work performed in house			
1)		1)	_____ %
2)		2)	_____ %
3)		3)	_____ %
4)		4)	_____ %
5)		5)	_____ %
Value of work currently under contract:		\$ _____	
Value of work in place last year:			
Hard Bid (LS)		\$ _____	
Design Build		\$ _____	
Construction Management		\$ _____	
Are you in compliance with EEO requirements?		☐ YES ☐ NO	
Has your company failed to complete a contract? If yes, please provide details in TAB I.		☐ YES ☐ NO	
Are there any pending judgments, claims, or suits against your company? If yes, please provide details in TAB I.		☐ YES ☐ NO	
Average size job (last five years).		\$ _____ /Job	
Largest project in (\$) completed.		\$ _____	
BANK AND CREDIT REFERENCES			
Bank Name: _____			
Contact Person: _____		Telephone: _____	
Is Company rated with Dun & Bradstreet?	☐ YES ☐ NO	If YES, what is D & B rating?	_____

SECTION – E
COMPANY PROFILE

Surety Company Name / Contact:

Insurance Company Name / Contact:

SAFETY

Have you had any OSHA fines within the last 3 years?
If yes, please provide details (If more is required, attach a supplemental sheet).

☐ YES ☐ NO

Is your company a "Drug-Free Workplace"?

☐ YES ☐ NO

What is your Experience Modifier?

Do you have a formal Corporate Safety Program?

☐ YES ☐ NO

Do you have a full time Safety Director?

☐ YES ☐ NO

MISCELLANEOUS INFORMATION

Are you a member of the ABC or AGC?

☐ YES ☐ NO

How many employees are currently on your payroll?

Total number of employees: _____

Trades: _____

Supervisors: _____

Managers: _____

Engineers: _____

Administrative: _____

Do you require your subcontractors to use e-verify?

☐ YES ☐ NO

Do you require payment and performance bonds for your major Subcontractors? (e.g. Electrical, Mechanical, Roof, Drywall, etc.)

☐ YES ☐ NO

Do you have a formal written Q.C. Program?

☐ YES ☐ NO

END OF SECTION E

SECTION – F
SIGNATURE PAGE

By signing this section the respondent certifies that:

1. It satisfies all legal requirements (as an entity) to do business with the City.
2. The respondent hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this document and/or other transactions required as a result of this solicitation.

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

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

END OF SECTION F

SECTION – G
STRUCTURAL BORINGS REPORT

Section G, Structural Borings Report is attached hereto as reference and may be downloaded from the BidSync website: <https://www.bidsync.com/>

SECTION – H
SITE PLAN

Section H, Site Plan is attached hereto as reference and may be downloaded from the BidSync website: <https://www.bidsync.com/>



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and William Medley Construction, Inc. to provide all labor, material and equipment necessary to provide renovations to Palatlakaha Park.		
Staff Report		
The Purchasing Department, Parks and Recreation Department, and the Public Works Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 17-020 to acquire these services of a contractor to provide renovations to Palatlakaha Park. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFB. The work involves the removal of all chain link fence, installation of new chain link fence throughout the park, removing current bleachers, installing new bleachers meeting ADA requirements, installation of new shade structures, and replacing protective netting in the concession area. Award is being recommended to low responsive and responsible bidder William Medley Construction, Inc. at the total amount of \$456,710.00 who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$456,710.00 is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$346,320.00	12542-66301-72119	\$346,320.00
\$110,390.00	14542-66301-72119	\$112,044.00
Exhibits Attached (copies of original agreements)		
1. RFB 17-020 Response Tabulation		RFB 17-020 Response Tabulation.pdf



RESPONSE TABULATION

RFB 17-020, PALATLAKAHA PARK RENOVATIONS

DUE DATE/TIME: JANUARY 17, 2017 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	ADDENDA 1	ADDENDA 2	TOTAL PROJECT PRICE
William Medley Construction, Inc. – Sorrento, FL	Y	Y	\$456,710.00
Derelle, Inc. – Clermont, FL	Y	Y	\$489,554.00
Tumbleson White Construction, Inc. – Gainesville, FL	Y	Y	\$574,785.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Funding Program Agreement		
Requested Action		
Recommend approval of 2016 Lake County Tourist Development Tax Capital Projects Funding Program Agreement in the amount of \$400,000 for the Victory Pointe Project.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. The Victory Pointe project is the number one priority project to initiate the City's master plan and foster economic development. The Victory Pointe project plan will aid in building on the success the city has had for the past 30 years and to remain a player in the endurance sports world. Victory Pointe will be anchored by the existing rowing boathouse and will give event operators more space and better amenities to host their events. With the new location of the park on the west side of the waterfront, the city will be better able to tie in their events to their downtown as well as the South Lake Trail thereby greatly increasing the economic impact of the events requirements. This area will also be designated as a park space and event venue that includes a filter marsh to polish the storm runoff before it reaches Lake Minneola. Staff recommends approval of this funding agreement to leverage outside resources from the 2016 Lake County Tourist Development Tax Capital Projects Funding Program Agreement in the amount of \$400,000 for the Victory Pointe Project.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CPD Agreement CPD Agreement.docx		
2. Exhibit A Exhibit A.docx		

AGREEMENT BETWEEN

CITY OF CLERMONT

AND

LAKE COUNTY, FLORIDA

FOR CAPITAL PROJECTS FUNDING PROGRAM

THIS AGREEMENT is entered into by and between Lake County, Florida, a political subdivision of the State of Florida, hereinafter the “COUNTY,” and the City of Clermont, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as “CITY.”

WHEREAS, the Lake County Tourist Development Tax was created to fund the advancement of tourism and attract tourists to visit Lake County; and

WHEREAS, the Board of County Commissioners established a Capital Projects Funding Program from the Tourist Development Tax to assist agencies in establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists. Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity; and

WHEREAS, the CITY is desirous of establishing and maintaining such facilities.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises and covenants set forth herein, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Capital Projects. In order to be eligible for funding under this Agreement, the project must consist of one of the following:

A. New construction, expansion, remodeling, or a replacement project for an existing facility or facilities. The project must have a total cost of at least \$25,000 over the life of the project and a useful life of at least ten (10) years.

B. A purchase of major equipment (assets) costing \$25,000 or more with a useful life of at least ten (10) years.

C. A major maintenance or rehabilitation project for existing facilities with a cost of \$25,000 or more and a useful life of at least ten (10) years.

The capital project shall be for the purpose of establishing new or refurbishing existing facilities or infrastructures that are for recreational activities, cultural events and performances that host events in Lake County whose primary goal and purpose is to bring substantial numbers of tourists.

Such facilities and infrastructures must be either (1) publicly owned and operated by not-for-profit organizations and open to the public or (2) publicly owned and operated by a public entity.

The capital project approved for funding pursuant to this Agreement is identified as follows:

Project Name: Victory Pointe

Project Location: Waterfront Park, Clermont, FL

Project Description: Building on the success the CITY has had for the past 30 years, the CITY is looking to remain a player in the endurance sports world with the buildout of their Victory Pointe park project. Victory Pointe will be anchored by the existing rowing boathouse and will give event operators more space and better amenities to host their events. With the new location of the park on the west side of the waterfront, the CITY will also be better able to tie in their events to their downtown as well as the South Lake Trail thereby greatly increasing the economic impact of the events. This project is the first step of a much greater masterplan which will serve as a lynchpin for the growth of the CITY.

A full description of the capital project is included in **Exhibit A**, attached hereto and incorporated herein by reference.

3. Project Commencement. The CITY shall commence the capital project within one hundred twenty (120) days of the full execution of this Agreement. If the CITY does not commence the capital project within this time frame, the COUNTY shall have the option of terminating this Agreement and reallocating the funding to another agency or project. The COUNTY shall provide the CITY written notice of its intent to terminate hereunder and the CITY shall have five (5) business days in which to provide response and to request additional time in which to commence the capital project. Granting a request for an extension of time is solely within the discretion of the COUNTY.

4. Funding. The funding provided under this Agreement from the Tourist Development Tax, hereinafter the "TDC Funds," shall be supplemental in nature and the CITY hereby agrees that in no event shall the funding provided hereunder be the sole source of funding for the capital project. The CITY shall provide a fifty percent (50%) match of the budget for the total cost of the capital project. In-kind matches shall be permitted so long as value estimates are verifiable. In-kind matches may include but are not limited to donated goods and services, land, and facilities. The CITY shall provide evidence, to the satisfaction of the COUNTY, of other sources, which, when combined, provide for the total funding for the complete capital project.

The capital project is approved for TDC Funds as follows:

Total Project Budget: \$1,400,000.00

TDC Funds Approved: \$ 400,000.00

5. Payment. Payments shall be made to the CITY at the following milestone: (1) twenty-five percent (25%) completion; (2) fifty percent (50%) completion; (3) seventy-five percent (75%) completion; and (4) one hundred percent (100%) completion. The CITY shall submit an invoice at each milestone and include documentation sufficient to support the request for payment. The COUNTY has the option to request additional documentation if the COUNTY deems it necessary in order to support the payment. In the event the CITY cannot commence the capital project without receiving TDC Funds in advance, the CITY may request the initial twenty-five percent (25%) payment at the start of the project; provided, however, that all other milestone payments shall be invoiced at the completion of the milestone. Payments shall only be made to the CITY as approved hereunder. In no event shall payments be made directly to any of CITY's vendors or subcontractors. Payments shall be made in accordance with Chapter 218, Part VII, Florida Statutes.

6. Eligible and Ineligible Uses. The TDC Funds provided hereunder shall only be used for eligible items as defined under Section 125.104, Florida Statutes, and under the County's Tourist Development Plan, Section 13-47, Lake County Code. Eligible uses include: construction, extensions, expansion, remodeling, repair and/or improvements, and major equipment (assets) for convention centers, sports stadiums, coliseums, auditoriums or museums. The following uses are ineligible for funding:

- A. Annual operating expenditures
- B. Legal, medical, engineering, accounting, auditing, planning feasibility studies or other consulting services.
- C. Salaries or supplements to salaries for existing or future staff, or employment of personnel not directly related to the project or event.
- D. Purchasing tangible personal property including but not limited to office furnishings or equipment valued less than \$25,000, permanent collections, or individual pieces of art.
- E. Interest reduction of deficient or loans.
- F. Expenses incurred or obligated prior to or after the funding project period. (Even if related to the capital project, TDC Funds shall not be used to reimburse any expense incurred prior to the full execution of this Agreement.)
- G. Prize money, scholarships, awards, plaques, T-shirts, uniforms or certificates.
- H. Travel.
- I. Projects which are restricted to private or exclusive participation.
- J. Private entertainment, food or beverages.
- K. Expenses to fund other events not recommended or approved by Lake County.

In the event the CITY is found to have used the TDC Funds for an ineligible use, the CITY must repay the funds to the COUNTY, plus five percent (5%) interest, or the maximum interest permitted by law if lesser.

7. Reporting Requirements. The CITY shall provide the following reports to the COUNTY:

A. Project Status Reports. Quarterly reports shall be submitted to provide information on the capital project. Quarterly reports are due on the first (1st) day of the third (3rd) month of each calendar quarter. The report should contain a brief narrative summary providing updated information on the capital project, including financial status report for the project, planning and construction related activities.

B. Construction Completion Report. Within forty-five (45) days of the completion of the capital project, the CITY shall summarize its efforts by providing the following information:

- 1. A brief narrative summary of the successful completion of the capital project.
- 2. An evaluation of the economic impact the capital project has initially had on the COUNTY.

3. A financial statement listing all of the revenues received and expenses paid in the course of the development and completion of the capital project that clearly defines how and where the funds were used.
4. Photographs or video of the capital project and any related events, including time lapses of the construction.
5. Flyers, newspaper ads, brochures or marketing efforts utilized to attract tourists. This may include a list of radio stations, magazines, etc.
6. If events have been held since completion of the capital project, include local attractions that were visited as part of the events, and local restaurants or businesses utilized as part of the event.
7. Final documented, or if unable to provide actual numbers, estimated number of event participants.
8. Room Night Certification Form – the organization must make every effort to obtain the number of overnight stays from local hotels within Lake County that housed those attending the event. This means that for events requiring registration, the recipient should make available a list of Lake County hotels and encourage overnight stays. For those events that do not require registration, information should be provided during the event to encourage on overnight stay. After the event, the CITY shall be required to request that the hotel provide information regarding the number of individuals residing at the hotel as a result of the event.

C. Project Impact Report. No later than January 30th and July 15th of each calendar year after completion of the capital project for a term of three (3) years, the CITY shall provide the COUNTY with a detailed report of all events that have taken place as a result of the completion of the capital project funded hereunder. These Project Impact Reports shall include survey results from the attendees of the events. These surveys shall provide information pertaining to the number of persons attending the event, the number of nights stayed, food and entertainment budget while visiting, and ways to improve their visit to Lake County. Additionally, the CITY shall provide Room Night Certification forms for each event held at the facility funded hereunder for the same three (3) year term.

If any of the subsequent events resulted in no overnight hotel stays, or few overnight hotel stays, the CITY shall document its efforts to promote overnight hotel stays and other opportunities within Lake County.

8. Term. The term of this Agreement shall be from the date the last party hereto executes this Agreement and shall terminate no later than forty-five (45) days from the conclusion of the event. Any deliverables required hereunder shall be delivered to the COUNTY within this post-event time frame.

9. Default. If the CITY fails to complete any of the CITY's obligations identified herein, including but not limited to failure to construct the capital project, the COUNTY shall have the right to hold the CITY in default of the Agreement. Upon a finding of default, the COUNTY shall have the right to refuse payment or to reduce the payment as determined appropriate by the COUNTY. The COUNTY shall notify the CITY in writing of the default and of any reduction in the contract amount. The CITY shall have ten (10) days in which to respond to the demand and to provide justification as to why such

funding should not be reduced. Failure to respond within this time frame shall be considered a waiver of any claims. The COUNTY shall have the right to institute proceedings within the Fifth Judicial Circuit to enforce the terms of this Agreement.

10. Right to Audit. The COUNTY reserves the right to require CITY to submit to an audit by any auditor of the COUNTY'S choosing. CITY shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CITY shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CITY agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the CITY in performance of any work hereunder.

If an audit inspection or examination pursuant to this section discloses a misuse of the funds or a use of the funds for any ineligible items, or inappropriate use of the funds of any nature whatsoever by the CITY to the COUNTY in excess of one percent (1%) of the total contract amount, in addition to making adjustments for the disallowed items or charges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CITY. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CITY's records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CITY.

11. General Provisions.

A. Notice. Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, and addressed as follows:

COUNTY
County Manager
315 West Main Street, Ste. 308
P.O. Box 7800
Tavares, Florida 32778-7800

AGENCY
City Manager
685 W. Montrose St.
Clermont, FL 34711

cc: Economic Development & Tourism

P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

B. Modification. No modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality, and of equal dignity herewith.

C. Severance. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

D. Scope of Agreement. This Agreement is intended by the parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements or agreements to the contrary. This Agreement supersedes and replaces previous agreements between the parties.

E. Entire Agreement. This Agreement, together with any exhibits or attachments hereto constitutes the entire agreement between the parties, and incorporates all discussions between the parties. This Agreement may not be amended or modified except by a writing signed by the party to be charged.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, and by the CITY, through its duly authorized representative.

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd, City Clerk

Gail L. Ash, Mayor

This _____ day of _____, 2017.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

Neil Kelly, Clerk of the Board
of County Commissioners of
Lake County, Florida

Timothy I. Sullivan, Chairman

This ____ of _____, 2017.

Approved as to form and legality:

Melanie Marsh, County Attorney

City of Clermont

LAKE COUNTY TOURIST DEVELOPMENT CAPITAL FUNDING APPLICATION AUGUST 23, 2016



A. Background

A.1 Name of Project:

Victory Point, City of Clermont Florida

A.2 Location: West Avenue, City of Clermont.

A.3 Project Timeline: Construction to begin March 2017

A.4 Nature of Project: New

FEID 59-6000290

A.5 Executive Summary

In 2015, the Clermont City Council unanimously approved a Master Plan for the historic downtown and waterfront areas. As envisioned, the master-plan will activate economic development goals while in tandem amplifying the standard and quality of life for residents and visitors alike. The aforementioned further enhances the tax base of Lake County through increased hedonic values and visitor visitation/spending.

The City of Clermont, aptly branded as the Choice of Champions, is globally recognized as a premier destination for sports competition and training. To that end, the envisioned master-plan best positions Clermont to actuate and protect these unique assets which draw thousands to live, work, train and compete in this award winning City.

One of the key elements to activating additional economic opportunity through the derivative of “heads in beds” and in-direct/direct spending is through the Victory Pointe master plan project. Understanding, now more than ever, competition exists in enhancing visitor experience through public realm improvements. This competition requires cities to invest greater resources into ensuring not only existing, but growth opportunities within sports such as rowing, triathlon and cycling continued to be leveraged.

Fewer destinations are prepared to write checks, with that the quality and characteristics of facilities must be right for each event. It has been observed that communities are either modifying or improving their facilities, building new complexes, or falling further behind by failing to invest resources into enhancements and upgrades.

No longer can cities rest and depend upon existing hotel room night stays generated by sport tourism stakeholders given the competition locally, regionally, nationally and internationally. The City of Clermont has long been a placeholder and leader in the endurance sports segment as well as a favorite in rowing, however, the City of Clermont must invest resources to continue to grow and enhance not only the sport venue, but also athlete/visitor experience, reduction of impediments to citizens, and activating economic development goals through sport tourism.

Purpose of Victory Pointe:

The City is well-regarded as an international destination for athletic events and training the collective impact of the Downtown Master Plan is expected to continue, enhance, and create additional demand for the aforementioned recurring activities. Victory Point Victory Point is an innovative and remarkable ecological public park and event space, which also serves as a regional storm-water management facility protecting natural assets and ensuring sustainable environmental protective measures. Victory Point is a public space like none other in the region.



As it relates to event stakeholders, Victory Point will allow event stakeholders hosting events at waterfront the following:

- Expanded venue space to grow event capacity
- Enhanced spectator viewing areas to compete with competitive facilities
- Greater access and accommodation to active transportation networks to meet the needs of athlete/visitor requests as many travel without car rentals
- Unimpeded access into the downtown business district via the South Lake Trail Spur

The following sport tourism events will be able to increase capacity for events with the

- Triathlon
- Endurance Sports
- Rowing
- Watersports

B. Applicant Information

B.1 Name of Submitting Organization

City of Clermont

B.2 Purpose and Mission of Submitting Organization: *Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.*

B.6 Contact Person/Title:

Shannon Schmidt, Director Economic Development

C. Project Details:

Victory Pointe is an innovative and remarkable ecological public park and event space, which also serves as a regional storm-water management facility protecting natural assets and ensuring sustainable environmental protective measures. Victory Point is a public space like none other in the region.

As it relates to event stakeholders, Victory Point will allow event stakeholders hosting events at waterfront the following:

- Expanded venue space to grow event capacity
- Enhanced spectator viewing areas to compete with competitive facilities
- Greater access and accommodation to active transportation networks to meet the needs of athlete/visitor requests as many travel without car rentals
- Unimpeded access into the downtown business district via the South Lake Trail Spur



C.1 Details of project space/construction type, clients served and the project itself: See below

C.2. Describe in detail the strategic rational and business justification for the Project:

Like private-sector capital, sport tourism events particularly regionally/nationally branded are mobile. These events vie for the best venues thus, municipalities interested in retaining and attaining events must

compete by re-investing in assets to attract these events as both a generator of economic impact through heads/beds derivatives, but also more recently an aggressive opportunity to leverage sport tourism events as a conduit to cultivating sense of place and quality of life. Events that engage the public have potential to contribute to the character and identity of a community. These types of events provide opportunities for socialization, enhance the sense of community, and provide hands-on experiences attractive to regional residents—all contributing to the community's quality of life.

To that end, a significant opportunity at re-defining quality of workforce and corporate recruitment through strategic community events. Studies suggest that strong arts and cultural communities rank among the top factors for decision makers when considering relocation for employment opportunities. The development and positioning of unique and diverse cultural opportunities is proof of a public commitment to maintain, and even improve, the quality of its workforce.

Victory Pointe Economic Impact Overview

- Continuing activities stemming from the planned investment in Victory Point will generate \$6.8M in gross economic income in a typical year across the state and local economies.
 - This output is associated with nearly 123 and \$2.9M continuing direct, indirect and induced jobs and wage income, respectively. Additionally, there will be gross fiscal benefits each and every year of approximately \$0.7M flowing to the state and various local governments.
- Fred Sommer, President of Sommer Sports (a for-profit entity), has been in continuous operations and managing endurance events at Waterfront Park for over 34 years. Presently, Sommer Sports operates and manages over 40 triathlons, duathlon and running events at Waterfront Park and Lake Louisa State Park. The need exists to grow and expand capacity for events- particularly as it relates to transition areas for triathletes.
- 2015 athlete participation numbers reflected a total of 8,815 participants. Of the 8,815 participants, 20% of the athlete participants reside in the City of Clermont with 4% of athletes visiting from out-of-state.
- *Spectator and companion traveler information is unavailable for Sommer Sports events.
- Direct spending at Sommer Sports Events was estimated based on visitor spending in the Orlando area of about \$105 per person per day. The total amount of spending for participants only is estimated at about \$206,000 annually.
- Attendance by event for Lake County Rowing Association increased significantly from 2015 to 2016, growing from 2,250 athlete participants to 9,500 athlete participants. Victory Point will

- allow the LCRA to compete competitively for USRowing nationally and regionally significant events with enhanced launching, user and spectator spaces.
- *Spectator and companion traveler information is unavailable for Lake County Rowing Association events
 - In 2016, New Beginnings (a non-profit 501(c)3) hosted the 3rd annual Lake County Dragon Boat Festival event. The South Lake County Dragon Boat Festival is located at Waterfront Park using both park facilities and Lake Minneola. The event cultivates both local and regional teams competing in a variety of heats. Total attendance in 2015 and 2016 (both participants and viewers) is estimated by event organizers to be 4,000-4,500. Victory Point will allow enhanced access and accommodation which has challenged the event from a logistics standpoint. Additionally, spectator viewing will be maximized and allow Clermont to become the premier Dragon Boat Festival for the region.

C. Project Details:

Victory Pointe duals as both an innovative storm-water facility; public realm park space; and outdoor sporting and event space. As a storm-water facility, Victory Point serves to combine the elements of freeing up lakefront and park land for amenity development by allowing for a regional discharge pond. At the same time, Victory Point preserves and protects the natural asset, Lake Minneola by abating direct discharge.

As a festival and sporting event facility, Victory Pointe will enhance the athlete and visitor experience currently offered at the waterfront park facility. Victory Point as a festival and event park facility is designed to perform better than waterfront park. Through technology, way-finding, infrastructure, operational efficiencies and nearby opportunity for embedded mixed use development- Victory Pointe will offer un-paralleled waters-edge event and festival facility space.

Versatility in design to offer world-class event space for nationally branded events such as: USRowing, US Kayak and Canoe, as well as Ironman to offering functionality for organically local events such as: Horrible 100, Ride Latino, Sommer Sports and Dragon Boat events.

Lastly, the venue itself allows for adaptability integral to city life beyond its role in sports and festivals. A sense of arrival for bicycle tourist along the Coast to Coast trail.

C.1 Victory Pointe Summary: See above

C.2 Clients and Events Served:

US Kayak and Canoe

Through the collaborative efforts of the Central Florida Sports Commission, Lake County Economic Development and Tourism, City of Clermont along with private sector business along waterfront, the City of Clermont has been awarded the 2017 Canoe and Kayak National Championships.

The event is slated for August 2-5th 2017 with a projected 1000 athletes and visitors.

Sommer Sports

For over 34 years, Sommer Sports has hosted triathlon and endurance events at Waterfront Park. Sommer Sports triathlons have been featured in *Men's Health Magazine*, Great Floridian Triathlon voted one of the "Top-20 triathlons" in the United States and *Outside Magazine*- "Best Places to Train for Triathlon"¹. Triathlon is the fastest growing Olympic sport (+15% per annum) and Para-Olympic sport.

Currently, Sommer Sports operates and manages over 40 events in the Clermont area, with a focus on triathlon, duathlon and long distance running events, but a need exists to better accommodate capacity secondary to transition area, finish line and athlete post event areas in congruence with competitive triathlon event spaces regionally, nationally and internationally.

Sommer Sports competes as a host community for USA Triathlon branded endurance events at both Waterfront Park and Lake Louisa State Park. On average is Sommer Sports is awarded 1-2 significant USA Triathlon branded events annually.

Based on year-2015 participation data (for events held at the Clermont Waterfront Park), the Lake Minneola 5k is one of the most popular running events with a total of 1,011 participants. Similar, the Lake Minneola Half Marathon with 524 runner participants. Among triathlon events, the Great Clermont Triathlon attracted 372 athlete-participants and the Great Floridian Triathlon attracted 295 athlete-participants.

1 <http://www.outsideonline.com/1786191/what-are-top-training-destinations-triathletes>

Of the total 8,815 participants in 2015, 20% were from Clermont and 4% were from out-of-state. It is important to note that these numbers do not include visitors to the events as only participation is tracked.

The Business of Triathlon/Cycling: Who are triathletes?

- Average Age: 38*
- Gender: 59.6 % Male/39.5% Female*
- Medium Household Income (triathletes): \$136,564**
- Medium Household Income (cyclists): \$124,487**
- *USA Triathlon Demographics Report (2009)

**Triathlete Magazine reader study (2013)

Following pro triathletes have made Clermont their home or second home:

- Sara Haskins Olympian
- Jarrod Shoemaker Olympian
- Alicia Kaye
- Lisa Bentley Ironman Champion

Sommer Sports 2015	Clermont	Non-Clermont FL Resident	Out-of-State	Inter-national	% from Clermont	% from Out-of-State	Total
Tails & Trails 10K	35	78	2	2	30%	3%	117
Tails & Trails 5K	48	112	6	0	29%	4%	166
Intimidator Challenge 1/2	4	203	26	5	2%	13%	238
Intimidator Challenge Aqua Bike	0	23	5	0	0%	18%	28
Intimidator Sprint	11	104	31	7	7%	25%	153
Great Clermont Triathlon	13	309	39	11	3%	13%	372
Lake Minneola Half Marathon	41	449	34	0	8%	6%	524
Lake Minneola 12K	27	238	5	0	10%	2%	270
Lake Minneola 5K	56	946	9	0	6%	1%	1011
Lake Minneola Sunset Tri	6	90	3	3	6%	6%	102
Lake Minneola Sunset Duathlon	2	14	0	0	13%	0%	16
Lake Minneola Sunset 5K	11	52	0	0	17%	0%	63
Girlz on Fire Triathlon	5	68	8	4	6%	14%	85
Summer Sprint Tri June	68	400	4	0	14%	1%	472
Summer 5K June	122	359	13	0	25%	3%	494
Summer Sprint Tri July	66	392	2	2	14%	1%	462
Summer 5K July	118	364	0	0	24%	0%	482
Summer Sprint Tri August	146	250	0	0	37%	0%	396
Summer 5K August	103	268	5	2	27%	2%	378
Summer Sprint Tri September	115	297	3	0	28%	1%	415
Summer 5K September	109	309	1	4	26%	1%	423
Meals for Miles 5K	125	275	0	0	31%	0%	400
Great Floridian Triathlon Full	60	200	22	13	20%	12%	295
Great Floridian Triathlon 1/3	21	171	32	18	9%	21%	242
Nightmare on the Trail 5K	165	229	0	0	42%	0%	394
Rotary 10K	37	82	0	0	31%	0%	119
Rotary 5K	117	132	0	0	47%	0%	249
Totals	1,631	6,863	250	71	19%	4%	8,815

* all numbers represent participants only, attendance is not tracked by event coordinators

Source: Sommer Sports, GAI Consultants, Inc.

Sommer Sports Events

Direct spending at Sommer Sports Events is reflected in the following table. Visitor spending levels (\$2015) reflect total per person spending per day by spending category, or a total of about \$105 per

person per day. Since Sommer Sports tracks participants by place of origin (e.g. Clermont, non-Clermont or outside of Clermont but within the state of Florida, out-of-state), assumptions were made regarding the % of spending by category for each segment. As shown, the total amount of visitor spending for participants only is estimated at about \$206,000 annually:

	Estimated 2015			% Spent Clermont Area			Estimated Spending		
	Total	Per Person Per Trip	Per Person Per Day	Out-of-State	Non-Clermont	Clermont	Out-of-State	Non-Clermont	Clermont
Spending Categories:									
Accommodations	\$401.89	\$159.09	\$39.62	60%	10%	0%	\$7,630	\$27,189	\$0
Restaurant F&B	\$310.44	\$122.89	\$30.60	60%	50%	40%	\$5,894	\$105,009	\$20,000
Grocery Store	\$29.80	\$11.80	\$2.94	10%	0%	0%	\$94	\$0	\$0
Attractions/Events	\$65.96	\$26.11	\$6.50	30%	20%	0%	\$626	\$8,925	\$0
Other Entertainment	\$34.71	\$13.74	\$3.42	30%	20%	0%	\$329	\$4,696	\$0
Retail	\$101.32	\$40.11	\$9.99	40%	30%	20%	\$1,282	\$20,564	\$3,300
Rental Car	\$54.74	\$21.67	\$5.40	20%	0%	0%	\$346	\$0	\$0
Misc.	\$71.95	\$28.48	\$7.09	20%	0%	0%	\$455	\$0	\$0
Total	\$1,070.81	\$423.88	\$105.56	--	--	--	\$16,658	\$166,383	\$23,300
Sommer Sports									
Out-of-State Participants	321								
Non-Clermont Participants	6,863								
Clermont Participants	1,631								

Source: GAI Consultants, Inc.

Rowing Events

Lake County Rowing Association

The recently constructed boathouse has 5,000 square feet of space, including an office/substation for the Clermont police. The new boathouse was completed through a collaborative Lake County-City of Clermont effort to leverage the lake asset in attracting new water based activity, including college rowing, kayaking, sailing, and Para-rowing.

The Lake County Rowing Association sponsors both youth and adult learn to row programs. The fee for a three-week adult learn to row session is \$129. Participation in the learn to row programs is nominal.

The Lake County Rowing Association held their second annual Leader of the Lake Regatta in 2015 and attracted an estimated 2,500 people. The event included 29 teams versus eight teams participating in 2014. Ultimately, the Lake County Rowing Association hopes to have about five different style of races per year at the regatta.

Attendance by event for the Lake County Rowing Association (for the past two years) is reflected in the figure below. As shown, attendance from 2015 to 2016 increased significantly, growing from 2,250 participants to 9,500 participants. As with Sommer Sports figures, these numbers do not include those viewing the events from the shore.

One very exciting development is that Clermont has been chosen as one of four training sites for the 2017 World Rowing Championships. Foreign national teams are expected to be training here in Clermont from September 1st, 2017 up to the regatta dates beginning September 23rd, 2017. We will have more details following the 2016 Rio Olympics.

US Rowing representative, AJ Dominique believes the Lake County Rowing Association is appropriately garnishing experience in event hosting and the time horizon for hosting nationally and regionally significant events is nearing. US Rowing is seeking requests for proposals for the 2017, 2018 and 2019 Masters National Championships and encourages LCRA to apply. However, improvements to the athlete and spectator viewing and launching areas is an important factor in Clermont establishing its role as an event location.

Rowing Events	
2016	Participants
American Youth Cup	1,800
FSRA East District Championship	3,000
Florida Sprint League	1,500
Summer Camp	200
Leader of the Lake	2,500
Collegiate Training	500
Total 2016	9,500
2015	Participants
Leprechaun Hunt	50
Paddleboard	200
Leader of the Lake	2,000
Total 2015	2,250

Source: Lake County Rowing Assoc, GAI Consultants, Inc.

Dragon Boat Race + Festival

2016 marks the third year of the South Lake County Dragon Boat Festival. The festival takes place at the Waterfront Park facility and on Lake Minneola. The event includes local and regional teams competing against each other in a variety of heats.

The producer of the event is High Five Dragon Boat, LLC under agreement from New Beginnings a non-profit 501(c)3. The festival includes a variety of local businesses, food vendors and live music. Event organizers estimate total event attendance (both participants and viewers) at between 4,000 and 4,500.

The cost for athlete-participants is as follows: \$1,200 for a corporate sponsored team; \$800 for a community team; and, \$600 for a club, non-profit, or visiting team. Each boat has 20 paddlers and one drummer.

Media market coverage includes: Orlando Sentinel, South Lake Press, South Lake Tablet and News 13.

The event would like to grow in size capacity for both attendees and participants. Having an enhanced spectator viewing and launch area at Victory Point would be key in positioning, Clermont as a leader in Dragon Boat races.

Cycling Events

Florida Freewheelers- Horrible 100

The Horrible 100 Cycling Race is the largest cycling event in the southeast United States and has been held in Clermont (the starting point is at Waterfront Park) for the past 36 years. The race is well-covered by Orlando media outlets to include, News Channel 13, Orlando Sentinel, South Lake Press and South Lake Tablet.

The race is currently at capacity with approximately 2,200 cyclists with an average of 1,000 +/- attendees/vendors.

The event includes themed rest stops, food trucks along the route and a Fitness Expo. The fitness expo continues to grow in vendor participation and event organizers will continue to grow this component of the event experience.

The cycling event is recreational in nature a non-timed event and open to all cycling abilities. The registration fee for the 2015 Horrible 100 race was \$45 (\$50 the day of the event).

Hispanic Business Initiative Fund-Tour Latino

The Hispanic Business Initiative Fund- Orlando has hosted its annual fundraiser, Tour Latino at Waterfront Park for three consecutive years. The annual event was first initiated as an opportunity to strengthen fellowship amongst a consortium of fellow Hispanic Business Initiative cyclists inspired to raise funds for the organization.

In its present state, HBIF hosts the annual ride in February, staging at Waterfront Park with several opportunities for all ages and abilities to participate in the cycling event. Event activities include: 10 mile ride, 25 mile ride, metric century-ride (62 miles) and century-ride (100 miles). The event also includes dominos competition, music, food and vendor expo. In 2016, roughly 20 vendors participated in the event. All of the vendors are from the Orlando area.

Athletes participating in the event come from Orlando, Miami, Tampa and surrounding cities. The event has doubled in participation each year. HBIF has a minimal marketing budget to promote the event and relies upon sponsors and

vendors to cross promote the event. As of 2016, the event itself was able to net \$60,000, including sponsorships, vendors and participants' registration fees/shirts.

Direct Spending – Other Clermont Waterfront Events Moving to Victory Pointe

	Estimated 2015			% Spent Clermont Area		Estimated Spending	
	Total	Per Person Per Trip	Per Person Per Day	Non-Clermont	Clermont	Non-Clermont	Clermont
Spending Categories:							
Accommodations	\$401.89	\$159.09	\$39.62	10%	0%	\$4	\$0
Restaurant F&B	\$310.44	\$122.89	\$30.60	50%	40%	\$15	\$12
Grocery Store	\$29.80	\$11.80	\$2.94	0%	0%	\$0	\$0
Attractions/Events	\$65.96	\$26.11	\$6.50	20%	0%	\$1	\$0
Other Entertainment	\$34.71	\$13.74	\$3.42	20%	0%	\$1	\$0
Retail	\$101.32	\$40.11	\$9.99	30%	20%	\$3	\$2
Rental Car	\$54.74	\$21.67	\$5.40	0%	0%	\$0	\$0
Misc.	\$71.95	\$28.48	\$7.09	0%	0%	\$0	\$0
Total	\$1,070.81	\$423.88	\$105.56	--	--	\$24	\$14
Other Clermont Waterfront Events						Estimated Spending	
		Est % Non-Clermont	Est % Local	Est No. Non-Clermont	Est. No. Clermont	Non-Clermont	Clermont
Rowing Events							
Lake County Rowing Assoc	9,500	70%	30%	6,650	2,850	\$161,200	\$40,600
Dragon Boat Race	600	80%	20%	480	120	\$11,600	\$1,700
Cycling Events							
Horrible 100	2,200	70%	30%	1,540	660	\$37,300	\$9,400
Tour Latino	600	80%	20%	480	120	\$11,600	\$1,700
Other Special Events at Waterfront							
Pig on the Pond	27,000	60%	40%	16,200	10,800	\$392,700	\$153,800
Taste of South Lake	1,500	60%	40%	900	600	\$21,800	\$8,500
Other Park Users							
Trail Users to Clermont from Killarney Station	132,000	30%	70%	39,600	92,400	\$960,000	\$1,315,600
National Training Center Events	1,355	80%	20%	1,084	271	\$26,300	\$3,900
GRAND TOTAL						\$1,622,500	\$1,535,200

Source: GAI Consultants, Inc.

Estimated Spectator Spending Generated by Victory Pointe Sport Tourism

Estimates were also made for spectators to endurance and sporting events. For those events where spectator figures were not available, we conservatively estimated the total number of spectators based on the number of participants (or 1.5 x the number of recorded participants). As shown, total spectator spending is estimated at almost \$0.5 million.

	Estimated 2015				
	Total	Per Person Per Trip	Per Person Per Day	% Spent Clermont	Estimated Clermont Spending
Spending Categories:					
Accommodations	\$401.89	\$159.09	\$39.62	0%	\$0
Restaurant F&B	\$310.44	\$122.89	\$30.60	40%	\$429,300
Grocery Store	\$29.80	\$11.80	\$2.94	0%	\$0
Attractions/Events	\$65.96	\$26.11	\$6.50	0%	\$0
Other Entertainment	\$34.71	\$13.74	\$3.42	0%	\$0
Retail	\$101.32	\$40.11	\$9.99	20%	\$70,100
Rental Car	\$54.74	\$21.67	\$5.40	0%	\$0
Misc.	\$71.95	\$28.48	\$7.09	0%	\$0
Total	\$1,070.81	\$423.88	\$105.56	--	\$499,400
Estimated Spectators					
<i>Sommer Sports Events</i>	13,223				
<i>Rowing Events</i>					
Lake County Rowing Association	14,250				
Dragon Boat Race	3,400				
<i>Cycling Events</i>					
Horrible 100	3,300				
Tour Latino	900				
Total Estimated Spectators	35,073				

Source: GAI Consultants, Inc.

A160248.00 / May 2016

Estimated Spending, Other Major Events and Traffic Generators

Coast-to-Coast Connector

Estimated Spending per day \$20.00

Assumed Spending in Clermont \$10.00

Estimated Users Through Clermont 66,000

Total Estimated Clermont Spending \$660,000

Ironman and Rowing events

Total Participants 2,100

Total Florida Participants 1,100
Estimated Daily Spending, Florida Participants \$14
Estimated Daily Spending, Out-of-state Participants \$24
Total Estimated Spending, \$78,800
Note: Assumes Ironman participants stay minimum of two days

Summary of Direct Spending

Following is a summary of direct spending associated with all of the events and potential users at Victory Pointe, or approximately \$4.7 million annually. We believe that Victory Pointe, can be competitive with existing venues like Kissimmee Lakefront Park and Lake Eva Community Park and could likely exceed the current programming at the other venues. An estimated 16% of spending is attributable to potential new events (Ironman) and expansion of the trails system (Coast-to-Coast Connector).

Summary, Estimated Direct Spending at Relocated Events

Estimated Spending
Sommer Sports \$206,300
Other Waterfront Events \$3,226,400
Endurance Event Spectators \$506,800
Coast-to-Coast Connector and Ironman \$738,800
GRAND TOTAL \$4,678,300

New Generation of Hotel Overnight Stays

Coast-to-Coast Connector

The Coast-to-Coast Connector (C2C) is a proposed 250-mile multi-purpose, paved trail connecting the Gulf Coast to the Atlantic Ocean through Central Florida. More than 200 miles of this trail are open and in use, or in development. Clermont is located at the midpoint of the Coast-to-Coast Connector, linking the existing South Lake Trail to the overall system.

As envisioned, the C2C will become a major visitor destination for the region. An Economic Impact Analysis completed for the Orange County Trails (completed by the East Central Florida Regional Planning Association) revealed that more than 1.7 million people use the Orange County trails every year, with an average daily expenditure of \$20 per visit for items like food and beverages, bike maintenance, bike rentals, etc.

According to an economic benefits study completed for the Coast to Coast Connector (ALTA/Florida Greenways and Trails), it is assumed that group tours along the connector could last between 5 and 7 days, traveling about 25 to 50 miles per day. Clermont's position at the center of the connector implies that it will be able to capture a significant number of users traveling on longer tours.

There are seven gaps in the corridor, or about 72 miles of trails, with an estimated cost of \$42 million. The trail is anticipated for completion by 2021. The West Orange Trail, which connects to the South Lake Trail, is a popular component of the entire trail system.

WTC-Ironman Florida

The World Triathlon Corporation (WTC) is a for-profit corporation, owned by [Dalian Wanda Group](#), that organizes, promotes and licenses the [Ironman Triathlon](#), [Ironman 70.3](#), the 5150 series of [triathlon](#) races and several cycling, running and multisport events.

Ironman 70.3(half-Ironman distance) Florida is currently hosted at Lake Eva Park in Haines City. According to Ironman representative, Tom Ziebart the key factor in selecting Haines City as a host community is the financial support Polk County and Haines City provide to Ironman, which is \$50,000-60,000 annually. Haines City and Polk County receive an annual \$3million economic impact through hotel bed tax and visitor spending during the 3-day weekend event.

Facilities at Lake Eva are all co-located. Families enjoy the venue because of the children's park, splash pad, basketball court, pool and access to theme parks. Primarily, the Ironman clientele is an upper-class demographic, which travels with family. An Ironman representative believes it is critical for a venue to provide experiences for families supporting athletes and spectating.

Tom Ziebart, WTC-Ironman believes Victory Point, Clermont would be an ideal location for Ironman Florida 70.3 provided, Lake County and Clermont would extend the same financial commitment as Polk County. In the future, Ironman would be willing to relocate its Florida 70.3 Half Ironman race to the Victory Point/Waterfront venue.

According to the 2014 Economic Impact Study (UTC Tourism Center) completed for the Ironman Chattanooga, the event attracted 21,780 spectators, with an estimated 10,270 visiting from out of town. There were a total of 2,612 participants – 18% of which were from Tennessee.

Participants made an average of 1.3 trips to Chattanooga for training prior to the race.

- Average spending:
 - Participants - \$1,598
 - Visitors - \$1,137
- Average stay:
 - Participants – 3.7 nights
 - Visitors – 3.3 nights

2017 Canoe and Kayak National Championship

Through the collaborative efforts of the Central Florida Sports Commission, Lake County Economic Development and Tourism, City of Clermont along with private sector business along waterfront, the City of Clermont has been awarded the 2017 Canoe and Kayak National Championships.

The event is slated for August 2-5th 2017 with a projected 1000 athletes and visitors. Recent championships held in Lake Lanier were estimated to have an economic impact of \$2million locally through local hotel overnight stays and spending in restaurants, attractions and shopping.

USRowing Masters National Championship 2018/2019

Lake County Rowing Association is in the process of bidding on the event for either 2018 or 2019, in which USRowing has extended confidence the club would likely be selected for one of the events. This event would attract over 2,500 visitors and athletes to the area.

Accommodations to Capture Economic Activity Generated at Victory Pointe:

The figure below reflects total hotel rooms per accommodation with star rankings (1-5) for the six major hotels located within South Lake County. These properties total 719 hotel rooms and most have fewer than 100 guest rooms. The largest hotel is the 202-room Palace Hotel.

South Lake County Hotel/Motels by Price Category

Hotels	Stars	# Rooms
Holiday Inn Express	2	69
Fairfield Inn & Suites	3	85
Hampton Inn & Suites	3	87
Days Inn	2	176
Palace Hotel	1	202
Meridian Hotel & Suites	2	100
Source: tripadvisor.com; GAI Consultants, Inc.		

The hotels within South Lake County represent primarily economy (1-2 star) and standard (2-3 star) hotel properties. The largest percentage of rooms are in standard hotels.

C.2 Strategic Justification for Victory Pointe:

The current public event space utilized by triathlon and endurance sports at the east end of waterfront is no longer conducive to growing existing and future events secondary to capacity limitation imposed by the venue itself, parking constraints and spectator/visitor areas. In maintaining the quality and competitive nature the City of Clermont has nurtured over the 34 years since the first triathlon hosted by Sommer Sports, it is vital and necessary to make the public improvements investments to remain an international destination for triathlon and endurance sports events/training.

To that end, USRowing has extended its earnest interest and desire to locate national events on a continuum at the Clermont Boathouse. The current event space adjacent to the row facility is not competitive to rowing sites such as Sarasota secondary to visitor and spectator experience.

Similar, a significant opportunity exists for Lake County as a “gateway” community for the Coast to Coast trail. The City of Clermont aptly sits in the center of the C2C, which provides out of town users ease of access from nearby Orlando International Airport, theme parks and Orlando. Victory Pointe will allow C2C users a unique ecological park atmosphere, engendering users to stay, explore and recreate- making what would be a day-trip and overnight visit.

C.3 Projected Useful Lifetime of Project:

Victory Pointe is a legacy lifetime project

C.4 Schematics: Attached

D. Financial Summary

D.1 Amount of TDC Funds Requested: \$700,000

D.2 Project Costs: See attached

D.3 Local Spending Estimates:

Potential Annual Event and Year-round Activity

	Events	Trail Users	Spectators	Total
Participants, spectators, users	24,165	198,000	68,600	298,765
Total Local Spending (excluding	\$ 3,425,000	\$ 2,950,000	\$ 525,000	\$ 6,900,000
Average spending per cap	\$ 143	\$ 15	\$ 8	\$ 24

The largest share of spending occurs from the non-local participation in the form of food, entertainment, and retail spending in addition to event admissions. Non-local participation from nearly 300,000 visitors could be expected to generate more than \$6.9M in annual spending. This total level of spending represents average spending of slightly less than \$25 per person distributed among the categories listed above.

It is generally accepted that local spending has a high probability of representing a redistribution within the local economy and should not be included in an economic impact analysis. However, if this local participation is captured that would otherwise be spent as a non-local participant in another regional location, it could be considered incremental but for the development of Victory Pointe.

The continuing activity expected from the operation of Victory Pointe is a product of non-local visitor spending created from annual events and year-round activities. It is expected that events and year-round activities could draw close to 300,000 visitors (participants and spectators), sustaining incremental annual expenditures of almost \$7.0M.

Continuing Economic Impacts (2016 dollars)

	Employment	Income	Output
Direct	100	\$ 2.2M	\$ 4.5M
Indirect	12	0.3M	1.0M
Induced	11	0.4M	1.3M
TOTAL	123	\$ 2.9M	\$ 6.8M

Using IMPLAN to generate direct, indirect, and induced impacts using multipliers for Lake County generates economic income, employment, and wages.

Top Ten Employment Sectors

	Employment	Income
Spectator sports companies	63	\$ 1,300K
Other amusement/recreation	16	325K
Retail Stores – Miscellaneous	15	298K
Retail Stores – Food	11	341K
Food and drinking places	2	32K
Real estate establishments	1	15K
Employment services	1	23K
Offices of physicians, dentists	1	65K
Service to buildings	1	22K
Private Hospitals	1	43K

Fiscal benefits to state and local governments from taxes on production and imports associated with the continuing operation of the facilities are estimated to total more than **\$660,000** annually, with sales taxes again contributing more than one-half of this fiscal benefit.

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	143	5,163,598	5,380,445	15,319,150
Indirect Effect	33	1,051,138	1,792,746	3,590,158
Induced Effect	27	973,400	1,946,167	3,186,455
Total Effect	204	7,188,135	9,119,358	22,095,763

Sector	Top Ten Employment Description	Employment	Labor Income	Value Added	Output
36	Construction of other new nonresidential structures	143	5,163,598	5,380,445	15,319,150
369	Architectural, engineering, and related services	8	188,117	192,025	562,763
413	Food services and drinking places	3	74,042	105,999	204,824
382	Employment services	3	66,732	76,263	101,149
360	Real estate establishments	3	28,244	327,358	416,227
414	Automotive repair and maintenance, except car washes	2	63,023	66,627	145,400
388	Services to buildings and dwellings	2	56,084	67,911	126,269
394	Offices of physicians, dentists, and other health practitio	2	161,543	164,318	267,627
329	Retail Stores - General merchandise	2	54,838	83,816	114,995
367	Legal services	2	70,619	136,911	226,554

Local and State Tax Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations
Dividends					591
Social Ins Tax- Employee Contribution	6,268	-			
Social Ins Tax- Employer Contribution	12,323				
Tax on Production and Imports: Sales Tax			242,511		
Tax on Production and Imports: Property Tax			189,382		
Tax on Production and Imports: Motor Vehicle Lic			4,454		
Tax on Production and Imports: Severance Tax			507		
Tax on Production and Imports: Other Taxes			23,669		
Tax on Production and Imports: S/L NonTaxes			5,090		
Corporate Profits Tax					10,511
Personal Tax: Income Tax				-	
Personal Tax: NonTaxes (Fines- Fees				31,575	
Personal Tax: Motor Vehicle License				7,580	
Personal Tax: Property Taxes				3,030	
Personal Tax: Other Tax (Fish/Hunt)				486	
Total State and Local Tax	18,591	-	465,614	42,672	11,103

Impact Type	Employment	Labor Income	Value Added	Output
Direct Effect	100	2,194,366	2,317,193	4,510,600
Indirect Effect	12	327,097	542,368	1,021,307
Induced Effect	11	394,847	788,736	1,291,901
Total Effect	123	2,916,309	3,648,297	6,823,808

Sector	Top Ten Employment Description	Employment	Labor Income	Value Added	Output
403	Spectator sports companies	63	1,337,832	966,302	2,566,872
410	Other amusement and recreation industries	16	324,738	480,847	830,726
330	Retail Stores - Miscellaneous	15	298,249	511,232	669,499
324	Retail Stores - Food and beverage	11	341,428	451,139	653,103
413	Food services and drinking places	2	32,383	46,360	89,582
360	Real estate establishments	1	15,428	178,818	227,363
382	Employment services	1	23,250	26,571	35,241
394	Offices of physicians, dentists, and other health practitio	1	65,131	66,250	107,902
388	Services to buildings and dwellings	1	21,607	26,164	48,647
397	Private hospitals	1	43,462	48,029	94,543

Local and State Tax Description	Employee Compensation	Proprietor Income	Tax on Production and Imports	Households	Corporations
Dividends					-
Social Ins Tax- Employee Contribution	1,877	-			
Social Ins Tax- Employer Contribution	3,690				
Tax on Production and Imports: Sales Tax			347,032		
Tax on Production and Imports: Property Tax			271,004		
Tax on Production and Imports: Motor Vehicle Lic			6,374		
Tax on Production and Imports: Severance Tax			726		
Tax on Production and Imports: Other Taxes			33,871		
Tax on Production and Imports: S/L NonTaxes			7,284		
Corporate Profits Tax					3
Personal Tax: Income Tax				-	
Personal Tax: NonTaxes (Fines- Fees				13,093	
Personal Tax: Motor Vehicle License				3,143	
Personal Tax: Property Taxes				1,256	
Personal Tax: Other Tax (Fish/Hunt)				202	
Total State and Local Tax	5,567	-	666,291	17,694	3

D.4 Recurring costs for facility/update the facility:

Functioning as both as a sports and special events destination venue, Victory Point will require recurring costs associated with ongoing maintenance, facility repairs and facility updates as needed to facilitate, leverage or enhance resident, visitor and athlete experience. To that end, ongoing upgrades to the event venue may occur infrequently or frequently as necessary to activate or provide enhanced venue experience; as an enhancement to competitive position within the sports industry; or as deemed necessary by the City of Clermont.

E. Project Demand

E.1 Targeted Events and User Segments: See above section

E.2 EVENT 24 Months

- January-December Sommer Sports Triathlon, Endurance Races
- Coast to Coast visitation year round
- Rowing year round
- Ironman spring race
- Canoe and Kayak August
- Ride Latino February annually
- Horrible 100 annually November
- USRowing Masters
- Sailing/Paddle Board annually
- Pig on the Pond March annually

E.3 Project Attendees

See above narrative with events

E.4 Months/year project utilized

12 months per year for major events, festivals and Coast to Coast visitation

E.5 How many days/month utilized

- Project is expected to be used every day per month as a result of Coast to Coast utilization
- Project is expected to be used 9 days per month during triathlon, endurance and duathlon season
- Project is expected to be used 3-9 days per month for paddle sports events/month
- Project is used daily for paddle/rowing/sailing training per month
- Project is used 3-9 days per month for major festivals and events

E.6-13 SEE ABOVE TABLES AND NARRATIVE

E.14

At this time, it is not anticipated to charge parking fees for events and or festivals associated with this project.

F. 1 Outline of Marketing Plan for the Project and Resulting Events

The branding, positioning, marketing and communication plan associated with enhancing awareness to the aforementioned events is coordinated through event host providers, as well as in collaboration with the City of Clermont, Lake County Tourism and Central Florida Sports Commission. Below outline the responsible entities for marketing, as well as a logistical component to procuring the event.

Coast to Coast:

Responsible Marketing Entities: Florida Greenways Trails, City of Clermont, Lake County and VisitFlorida.

The City of Clermont will promote and solicit visitation to the City of Clermont with its “Meet us in the Middle” campaign in addition to its positioning as a “gateway” community. At the same time, the City will identify and pursue opportunities through Adventure Cycling, Disney Adventures and Expedia trips.

IRONMAN

Ironman provides its own international marketing and promotional campaigns associated with each race. The City of Clermont Parks and Recreation Director through direction of City Manager facilitates communication and event logistic coordination. No local club is needed to host an Ironman branded event. Ironman has its own marketing, logistics and race support. Ironman also procures its own local volunteers.

The City of Clermont would promulgate and co-brand where appropriate event information on a national and international platform.

Canoe and Kayak Championship

Marketing and communications are facilitated by several entities to include: US Canoe and Kayak, City of Clermont, South Florida Canoe and Kayak Club, Lake County Tourism and Central Florida Sports Commission.

Event logistics and facility coordination will occur through the City of Clermont Parks and Recreation Director. The solicitation of the event is coordinated through Central Florida Sports Commission and Lake County Tourism. The local hosting club and volunteer support is coordinated through South Florida Canoe and Kayak Club.

USRowing Masters

Marketing and coordination of communication to promulgate and promote the event primarily occurs between the local club, Lake County Rowing Association, Lake County Tourism, Central Florida Sports Commission and City of Clermont Florida. The aforementioned entities are also involved in procuring events with USRowing.

The event logistics and volunteers are coordinated through the local rowing club, Lake County Rowing Association.

Horrible 100, Ride Latino, Sommer Sports, USA Triathlon, Dragon Boat Race, Pig on the Pond

These events are coordinated through local non-profit organizations and private for profit entities. The event hosts procure the volunteers and manage the event logistics in coordination with appropriate permitting and process through the City of Clermont.

The City supports marketing and communication efforts of event organizers through promulgation of events, which is on an event by event basis.

F.2 What Steps Have Been Taken to Attract New Attendees

The City of Clermont is attracting new attendees, increasing local hotel over-night visitation, stimulating local spending and enhancing tax base revenues for the City of Clermont and Lake County through the construction of Victory Pointe.

Victory Point as an outdoor event space and facility is critical in retaining and attaining additional overnight local hotel stays. Competition for awareness, events and dollars is increasing with sports tourism and festivilization, the City of Clermont has tremendous and unique natural, physical and public assets, which to leverage. Victory Point allows for the holonic unification of these assets to position, Clermont as the premier destination for endurance sports, paddle and water sports, along with Coast to Coast visitation.

Without the construction of Victory Point, the City of Clermont would not be able to compete readily in the endurance, water/paddle and eco-tourism markets and allowing for an increased capacity of athletes and visitors.

The City is aggressive in its procurement of additional events and activating marketing, communication and positioning channels most appropriate based on event or festival to maximize its opportunities.

To that end, the City of Clermont recognizes the following to effectuate successful outcomes in the procurement of additional hotel overnight stays:

Event +Festival Trends

- An emerging discussion is focusing on measuring the economic development outcomes of events hosted at publicly funded facilities, beyond the traditional metrics detailing their economic impact on the tourism supply chain. Impact numbers relating to hotel occupancy, tax receipts, and tourism-related jobs are important, however, there's a growing awareness that the legacy business outcomes of events have an equally valuable impact on local communities.

These outcomes include knowledge sharing, city branding, outside investment, talent relocation, academic research, and new business relationships. A greater appreciation of this could create a big shift in event selection strategy, where the quality of event content is defined, measured, and shared, as much as the quantity of event participants.

- A renewed emphasis to leverage events as a conduit to cultivating sense of place and quality of life. Events that engage the public have potential to contribute to the character and identity of a community. These types of events provide opportunities for socialization, enhance the sense of community, and provide hands-on experiences attractive to regional residents—all contributing to the community's quality of life.
- Re-defining quality of workforce and corporate recruitment through strategic community events. Studies suggest that strong arts and cultural communities rank among the top factors for decision makers when considering relocation for employment opportunities. The development and positioning of unique and diverse cultural opportunities is proof of a public commitment to maintain, and even improve, the quality of its workforce.

Strategies to Activate Additional Overnight Stays:

MARKETING (Coordinated by the City of Clermont unless otherwise noted)

- i. Continue to position Clermont/Victory Pointe as a preferred location and premier sport host for existing events and targeted regional and national events;
- ii. Continue to build presence online with City of Clermont website, social media and synergies with the Lake County Tourism and Central Florida Sports Commission;
- iii. Identify opportunities with targeting marketing with the focus to attract sports and convention opportunities unique to City of Clermont eg. triathlon, rowing; cycling; Targeted marketing to identified sports such as rowing, triathlon, paddle sports with our world class facilities to host these sport tournaments/events;

- iv. Market Victory Pointe and the Clermont Boast House as host destinations for tournaments in 2018/beyond with the target to host 6 to 8 new competitions and tournaments in 2018-2021;
- v. Participate and have a presence in the Florida Sports Facility Guide;
- vi. Promote our facilities and seek out training opportunities;
- vii. Provide FAM tours with Tourism Clermont for targeted Sports Organizations to help support future national and regional bids;
- viii. and Seek out sporting organizations to locate their administrative headquarters in Clermont for potential training and event opportunities eg. Para-athletes cycling/rowing.
- ix. Highlight awareness of facilities in *Connect Sports Sports Facilities Guide*

HOSTING (Coordinated by the City of Clermont unless otherwise noted)

- i. Build on the success of hosting the 2017 US Canoe Kayak National Championships;
- ii. Bid on the US Rowing 2018 or 2019 USMasters event (Lake County Rowing Association to coordinate with CFSF, Lake County and City of Clermont);
- iii. Make available to tournament, event and major festival organizers Victory Pointe;
- iv. Meet regularly with key local sport organizations and officials to attract events and target specific bid submissions that are aligned with Victory Pointe unique attributes and assets;
- v. and Communicate with Lake County and CFSC to coordinate bid submissions for co-host opportunities.

Partnerships

Create industry partnerships to facilitate new sport and festival tourism events to include:

- Bike Florida Overnight Ride Tours
- Adventure Cycling Overnight Across Florida Ride Tours
- Florida Space Coast Cycling- X FL ride bid to be central city
- Disney Adventures
- USA Triathlon Winter Training Camps
- QT2 Systems Winter Triathlon Training
- Alien Endurance Winter Camps
- CAAM Events Cycling
- VisitFlorida

Succession Planning and Opportunities

Triathlon: Fred Sommer has owned and operated races at waterfront park for over 34 years. Endurance sports to include triathlon, duathlon, cycling and running are synonymous with Clermont. Athletes from across the globe understand who Clermont is and the quality of training and competition afforded here year round.

The City and Lake County have made enumerable investments into promoting and supporting the endurance sports and ensuring the vision of remaining the world's "top 10" training and competition grounds for the sport, the City is making efforts to ensure should Sommer Sports no longer operate running races in the City a succession plan is in place. The succession plan includes the following:

John Hovius, AAA Tricamps and USA Triathlon race director is a local event host and timing company who offers year round training and events primarily in Lake Louisa SP secondary to the events currently hosted at waterfront by Sommer Sports. These Lake Louisa events could shift to Victory Pointe in the event Sommer Sports was no longer hosting race series.

WTC Ironman-

Ironman purchases races and event companies across the United States. Ironman has expressed an interest in purchasing Sommer Sports fall series. A single Ironman event alone would surpass any economic impact annually afforded by Sommer Sports to Lake County and the City of Clermont.

S4:

Local triathlon club, Tower Triathlon, hosts a training series weekends at waterfront park. This group has expressed an interest and has the capacity in sport specific understanding and contacts to host races and training opportunities in the event Sommer Sports no longer hosted events.

National Training Center:

The NTC was originally a USA Triathlon headquarter site and for a number of years, the NTC hosted triathlon events. Since then, the NTC has shifted gears and produced running specific races only. However, given the depth and breadth of their subject matter expertise and years in the sports, the NTC would certainly be a natural provider for events and training should Sommer Sports no longer host events at Victory Pointe.

Rowing: Currently, Lake County Rowing Association is the event club host for rowing events at waterfront. This includes the coordination of teams and cultivating new business opportunities. The following opportunities exist should Lake County Rowing Association no longer host events or training at the Clermont Boat House.

Sports Facility Advisory- a management and consulting group out of Clearwater has aligned with USRowing to both manage and procure rowing events. The City of Clermont could explore this as an option to cultivating events and management of the facility.

A number of watersports co-locate within the boathouse and host events at waterfront. These include: Dragon Boat, Sailing and most recently in 2017 Canoe/Kayak. The aforementioned, all have an opportunity to grow in size and frequency should rowing reduce the number of their events or training opportunity.



AGENDA ITEM

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Recommend to approve the Utility Service Agreement for Wastewater for Dr. Khadra Medical Offices.		
Staff Report		
This request is for wastewater service for Dr. Khadra Medical Offices. The building will be 13,500 sq. ft. of Medical Offices. The site is located northeast of the corner of Mohawk Road and Citrus Tower Blvd, in the City of Minneola. Minneola will serve water to the development but does not have sewer available at this time. Minneola is to the north and Clermont is to the southeast and west. The site is outside Clermont's Interlocal Service Boundary Agreement (ISBA) area, in the City of Minneola, and therefore will not require an encumbrance for annexation. Owner & Applicant: New Trends Investments, LLC.- Rajab K. Abukhadrah, MD Project: Medical Offices Size: 1.78 acres Location: 201 Mohawk Rd, Minneola, FL 34715 Projected Wastewater/Sewer Use: 1400 gpd The project will be developed pursuant to the attached Utility Services Agreement for Wastewater/Sewer.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Agreement	Khadra+Utility+Agreement.doc	
2. Exhibit A	Exhibit A.pdf	

WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as **CITY**, a municipality of the State of Florida, and ARWA Investments, LLC - Rajab K. Abukhadrah and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

WHEREAS, OWNER is requesting service to a medical commercial/office which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

WHEREAS, the Property is located in the incorporated area of the City of Minneola and the OWNER is requesting sewer service from the CITY; and

WHEREAS, as a condition of CITY providing said sewer service to the Property, OWNER is to extend sewer lines to serve the Property and lines and appurtenances must be sized and constructed in accordance with the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the subdivision; and

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

WHEREAS, OWNER and CITY are entering into this Agreement to set forth the terms and conditions under which sewer service shall be extended and sized.

NOW THEREFORE, in consideration of the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

SECTION 1. OFF-SITE SEWER

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

- 1.1 CITY shall provide sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.
- 1.5.1 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the

- OWNER the specifications regarding size to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until sewer is provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements.
 - 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
 - 1.8 The existing utilities shall stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.
 - 1.9 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.
 - 1.10 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
 - 1.11 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for an approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
 - 1.12 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the sewer lines and appurtenances, both on site and off site, required to serve the Property.
 - 1.13 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.

SECTION 2. DEVELOPMENT STANDARDS

Any other items not addressed must be developed to City standards unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

SECTION 3. SEVERABILITY

In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

SECTION 4. NOTICES

All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY

City of Clermont
City Manager
P.O. Box 120219
Clermont, FL 34712-0219

OWNER

ARWA Investments, LLC
c/o Rajab K. Abukhadrah
255 Citrus Tower Blvd., Suite 202
Clermont, FL. 34711

SECTION 5. AMENDMENTS

Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

SECTION 6. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its Mayor, authorized to execute same by City Council action and OWNER on this 24th day of January, 2017.

CITY OF CLERMONT

ATTEST:

Gail L. Ash, Mayor

Tracy Ackroyd Howe, City Clerk

OWNER: ARWA Investments, LLC - Rajab K. Abukhadrah

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

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

Witness my hand and official seal this _____ day of _____, 200 ____.

Notary Public

Parking					
Land Use	Building Area SF	Floor Sub-total SF	Area per Parking Space	Parking Spaces Required	Parking Spaces Provided
1st floor Medical	4,050		180	23	
1st floor Office	1,200		200	6	
1st floor Common Area	1,517	6,767			
2nd floor Medical	4,664		180	26	
2nd floor Office	1,200		200	6	
2nd floor Common Area	903	6,767			
Totals:	13,534			60	60
			ADA Required =	3	
			ADA Provided =	3	

Building	6,767
Dumpster	182
Pavement	21,398
Curb	523
Sidewalk	1,472
Retaining Wall - Pond	316
Generator Pad	48
SUBTOTAL:	30,706
TOTAL SITE AREA	77,403
PERCENT ON-SITE IMPERVIOUS:	39.7%

Land Use

S.T.R. 17, 22S, 26E
 FUTURE LAND USE: GENERAL COMMERCIAL.
 EXISTING ZONING: B-1
 EXISTING USE: VACANT LOT & RETENTION POND
 PROPOSED USE: MEDICAL OFFICE
 TRACT AREA: 1.78 AC
 NUMBER OF LOTS: 1

Setbacks

FRONT: 25 FT (CITRUS TOWER & MOHAWK)
 SIDE: 12 FT
 REAR: 25 FT

Buffers

NO MINIMUM OPEN SPACE REQUIREMENT FOR MINNEOLA.
 FRONT: 10 FT (SOUTH)
 FRONT: 10 FT (WEST)
 SIDE: 20 FT, TYPE B (EAST, NORTH)
 REAR: 20 FT, TYPE B (NORTHEAST)

Building

MAX. STORIES = 3
 MAX. BLDG. HEIGHT = 35'
 F.A.R. = 0.175

Utilities

1. DRINKING WATER SYSTEM PROVIDER : CITY OF MINNEOLA.
 2. SANITARY SEWER SYSTEM PROVIDER: CITY OF CLERMONT.
 3. REUSE WATER SYSTEM – NOT PROVIDED TO SITE.
 4. WATER & SEWER LINES TO BE PRIVATELY OWNED & MAINTAINED.

Storm Water

5. STORM WATER AND DRAINAGE FACILITIES : On-Site Dry Retention.
 6. THIS DEVELOPMENT OWNS & MAINTAINS POND WITH DRAINAGE EASEMENT OVER POND IN FAVOR OF CITY OF MINNEOLA.
 7. ON-SITE VEGETATION : GRASS

Flood Plain

THIS SITE DOES NOT ENCR OACH INTO ANY FLOOD PLAIN.

State Notes

A COPY OF THE NPDES NOTICE OF INTENT, THE ISSUED NPDES STORM WATER RUNOFF PERMIT FOR CONSTRUCTION ACTIVITIES, AND THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) SHALL BE KEPT ON SITE AND AVAILABLE FOR INSPECTION AT ANY TIME.

General Notes

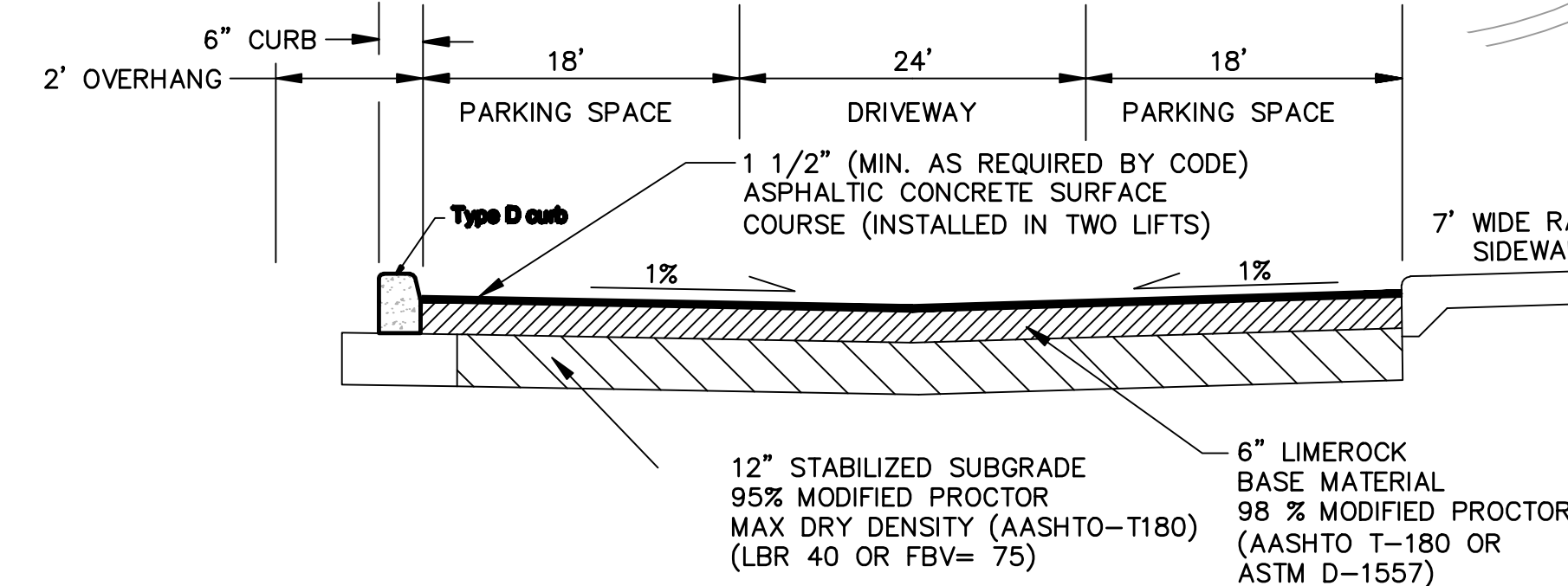
1. CALL SUNSHINE (1-800-432-4770) PRIOR TO ANY CONSTRUCTION OPERATION (WWW.CALLSUNSHINE.COM)
 2. THERE ARE NO EXISTING TREES ON SITE TO BE PROTECTED.
 3. CONTRACTOR TO PROTECT EXISTING TREES, SHRUBS AND OTHER LANDSCAPING ALONG R.O.W.'S. SHOULD CONFLICT ARISE BETWEEN EXISTING LANDSCAPING AND PROPOSED SIDEWALKS, DRIVEWAYS AND OTHER IMPROVEMENTS, CONTRACTOR TO RELOCATE LANDSCAPING TO THE SATISFACTION OF CITY OR COUNTY INSPECTOR.
 4. STREETS TO BE PRIVATELY OWNED & MAINTAINED.
 5. A Pre-Construction Meeting with the City of Minneola and the City of Clermont is required.
 6. SITE LIGHTING TO BE PER CODE.

Bicycle Parking:

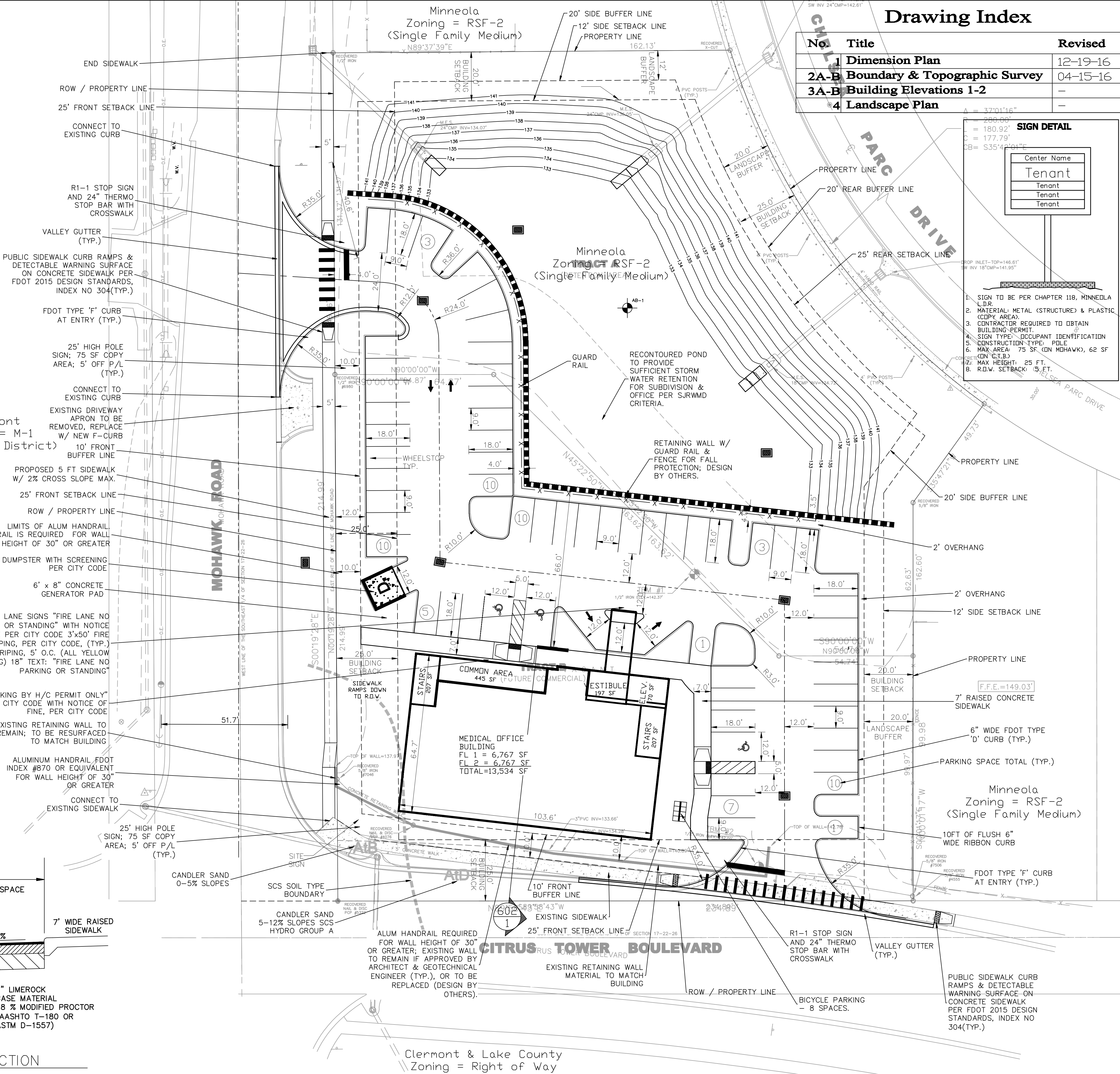
0.125 x # Parking Spaces = 0.125 x 60 = 8 spaces

Area Calculation:

1. Impervious ratio permitted under SJRWMD permit #42-069-42310-1 for Chelsea Parc Subdivision: 80% REVISED PERMIT TO ALLOWS 40% ON SITE (OFFICE & POND).
 2. Open Space = 60%



602 TYPICAL PAVEMENT SECTION
 N.T.S.



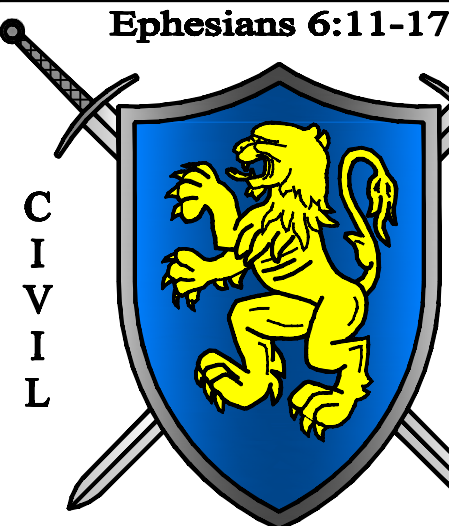
Drawing Index

No.	Title	Revised
1	Dimension Plan	12-19-16
2A-B	Boundary & Topographic Survey	04-15-16
3A-B	Building Elevations 1-2	-
4	Landscape Plan	-

SIGN DETAIL

Center Name
Tenant
Tenant
Tenant

- SIGN TO BE PER CHAPTER 118, MINNEOLA C.O.R.
- MATERIAL: METAL (STRUCTURE) & PLASTIC (COPY AREA)
- CONTRACTOR REQUIRED TO OBTAIN BUILDING PERMIT.
- SIGN TYPE: OCCUPANT IDENTIFICATION
- CONSTRUCTION TYPE: POLE
- MAX. AREA: 75 SF (ON MOHAWK), 62 SF (ON C.T.B.)
- MAX. HEIGHT: 25 FT.
- R.O.W. SETBACK: 3 FT.



Denham
 Engineering, LLC
 Orlando: 407-217-5487
 Clermont: 352-989-1915
 Brian@DenhamENG.com
 www.DenhamENG.com

New Trends
 Investments
 LLC

Dr. Khadra
 Medical
 Offices
 Minneola, FL

Site
 Plans

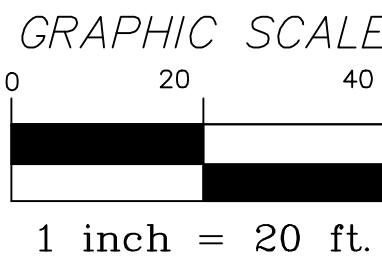
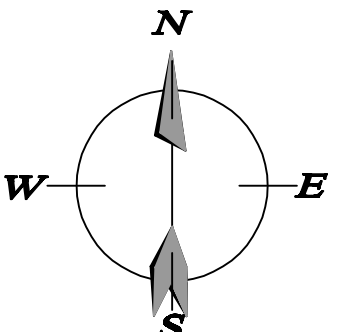
Dimension
 Plan

Revisions

NO.	DATE	DESCRIPTION
3	05-19-08	REVISED PER CITY MINNEOLA
4	07-15-15	RESUBMISSION
5	08-22-15	REVISED PER CLIENT
6	08-25-15	REVISED PER CLIENT
7	09-14-15	REVISED PER CITY
8	12-23-15	REVISED PER CITY P&Z MEETING
9	01-19-16	REVISED PER OWNER
10	10-20-16	11,500 SF BUILDING PER OWNER
11	10-28-16	13,534 SF BUILDING PER OWNER
12	12-19-16	REVISED SITE PLAN FOR CITY

Plans not valid unless Signed,
 Dated and Sealed below.

J. Brian Denham, P.E.
 Date: 12-19-16
 FL Registration #58008
 Certificate of Authorization #29666



Sheet Number
1 of 4



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Collective Bargaining Agreement		
Requested Action		
Recommend to approve the 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, 2015 - September 30, 2018 is recommended for approval. Significant items in the contract include increases to wages and corresponding pay range adjustments, incorporation of a new Engineer classification, and an increase to the annual tuition reimbursement amount. The agreement was recently ratified by the union membership.		
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 Firefighters	Firefighter Union CBA Clermont 012417.pdf	

Collective Bargaining Agreement

Between the

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

And the

City of Clermont, Florida

October 1, 2015 through September 30, 2018

(Approved January 24, 2017)

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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 Firefighter, Firefighter/Inspector, 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.

- N. To suspend provisions of this agreement during a time of declared emergency conditions, including but not limited to riots, civil disorders, hurricane or weather conditions, with the exception of the wage, benefit and damage or loss to personal property provisions.
- 2.3 The exercise of management rights shall not preclude bargaining unit members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 2.4 To the extent that exercise of the management rights described herein, modify or impact wages, hours or other terms and conditions of employment, the City agrees not to exercise such right without first affording the Union an opportunity to review and negotiate over the 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, pregnancy, genetics, veteran status, political affiliation or sexual orientation or and other protected classifications, as prohibited by State and/or Federal law.
- 4.2 There shall be no discrimination against any employee covered by this Agreement because of membership, non-membership or office held in the Union.
- 4.3 The City and the union oppose discrimination on the basis of age, race, religious creed, color, national origin, sex/gender, disability, marital status, pregnancy, genetics, veteran status, sexual orientation, or political affiliation, or any other protected classifications. 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. The parties agree that alleged violations of Article 5 are not grievable.
- 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 will be notified in writing. At the discretion of the Fire Chief he/she 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. Upon the completion of the investigative report, the bargaining unit member will be provided, at no cost, a copy of the investigative report and supporting documentation.
- 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 Any investigation that is found to be "Valid" and may potentially or will result in discipline, suspension, demotion or termination a pre-disciplinary hearing will be conducted by the Fire Chief.

- 5.7 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, the Union and City recognize that there are instances where the employee's conduct is such that progressive discipline is not warranted or required and discipline, up to and including discharge can be imposed by the City. 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 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 shift and not more than one pay period. However, if the bargaining unit member has been suspended as the result of an administrative investigation into pending criminal charges, the bargaining unit member may be suspended until a final court disposition is rendered.
 - C. Demotion: Reclassification from one position to another one of lower pay.
 - D. Termination: A complete and irrevocable severing of the employment relationship.

- 6.4 If a bargaining unit member who is suspended pending final court disposition of criminal charges, is convicted or pleads guilty or nolo contendere to any criminal charge that disqualifies him/her from service as a 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. The employee's written refutation must be provided to the Fire Chief within thirty (30) days of the employee's receipt of the alleged detrimental information.

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. A 40 hour employee's workweek shall consist of five (5), eight (8) hour workdays with an unpaid lunch break, or four (4), ten (10) hour workdays with an unpaid lunch break, per work week.
- 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 a 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 for him/herself. Overtime shall be scheduled at the discretion of management in accordance with department policies, procedures/guidelines, and procedures herein, except in instances of a declared emergency.
- 9.4 Anytime hiring of overtime or additional personnel is found by management to be necessary, this hiring shall be done rank for rank and based on certification(s) necessary for the position to be filled. Anytime management determines a need for overtime or need for additional personnel, which cannot be filled rank for rank, the next lower rank or qualified person shall be offered the time in accordance with Article 9 of the contract as it existed prior to the execution of this Memorandum of Understanding. The hiring process will fill 24-hour vacancies first, followed by partial vacancies, in descending order.
- 9.5 Members cannot be removed from the Mandatory Staffing Overtime program.
- 9.6 Anytime a person(s) is sent home prior to the end of their overtime shift the department will utilize the policy of last hired/first sent home as long as operational needs are met.
- 9.7 No member who is required by the department to be on duty pursuant to mandatory overtime, shall move from their current spot on the staffing overtime program, even if it is greater than twelve (12) consecutive hours.
- 9.10 Special event hiring will be paged out and hiring shall be done no sooner than 10 minutes after the page. The member on their Kelly day or highest on the list will be hired for the position, providing they meet the following requirements: rank for rank and based on certification(s) necessary for the position to be filled. Anytime overtime or need for additional personnel cannot be filled rank for rank the next lower rank or qualified person shall be offered the time in accordance with Department Operations Guideline. Working special events will not cause movement on the staffing overtime program unless hours worked are twelve (12) consecutive hours or greater.

- 9.11 Any person(s) on Kelly day who signs up to work overtime will have first choice for filling overtime positions. If more than one person on a Kelly day signs up to work, the person higher on the appropriate staffing overtime program will have the priority in filling the position. If person(s) on Kelly day refuse overtime, overtime shall be filled according to appropriate staffing overtime program.
- 9.12 When hiring for projected overtime, the position will be paged out and hiring shall be done no sooner than 10 minutes after the page. Members will go into the staffing program and sign up for specific vacancies they want to work. If no one signs up after 10 minutes, the position will be filled as a mandatory vacancy for the first projected shift only.
- 9.13 For immediate vacancies, the Battalion Chief will look at the staffing overtime program and use it to fill the vacancy. Members on their Kelly day or highest on the overtime list will be hired for the vacancy. If there is a need to fill the immediate vacancy, the Battalion Chief shall page out the vacancy and fill it no sooner than 10 minutes. If the need to fill the vacancy still exists after 10 minutes the position will be filled as a mandatory vacancy.
- 9.14 A mandatory staffing overtime program will be kept separate from the overtime list. When the department hires mandatory overtime vacancies, vacancies will be filled using the Mandatory List. When a person accepts mandatory overtime, he will move to the bottom of the Mandatory List.
- 9.15 Any person on annual leave, sick leave, personal day, Kelly day, or training leave will not be assigned mandatory overtime until returning to their next shift. Mandatory overtime will be assigned to the next person on the Mandatory List.
- 9.16 The Fire Chief has the authority to waive the requirements of Article 9.4 – 9.15 in the event of an actual or pending emergency.
- 9.17 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.
- 9.18 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 9.17 of this Agreement will be credited to the employee at the end of the work period in which the overtime was worked. Records related to accrual and use of compensatory time are maintained by the Finance Department.
- B. The maximum accrual of compensatory time is 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 at least \$100.00, or the same amount as provided to non-union employees of the City, whichever is greater, 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 and the City's Sick Leave Policy is adopted hereto, with the exception set forth in Section 12.3, below.
- 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.
- 12.3 All twenty-four (24) hour shift personnel shall be limited to using sick leave in one –hour increments. The City's Sick Leave Policy shall apply to all members employed on an eight (8) hours work schedule.

Article 13

Bereavement Leave

- 13.1 Effective Contract Approval date, bargaining unit members are entitled to up to forty-eight (48) hours 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 the employee's children, parents, parents-in-law, brothers, sisters, grandparents, grandchildren, great grandparents, great grandchildren, aunts, uncles, and current spouse, step-children, step-parents, step parents-in-law, step-brother, step-sister, step-grandparents, step-grandchildren, sisters-in-law, brothers-in-law, sons-in-law, and daughters-in-law.
- 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.
- 14.4 Where applicable, any medical leave will run concurrent with leave taken pursuant to the Family and Medical Leave Act.
- 14.5 The City's Personnel Policies shall govern the procedures and timeframes for leave without pay.

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 is entitled to a one-time change in physicians per claim, subject to the approval of the workers' compensation carrier and applicable Workers' Compensation law.
- 16.4 While on a job connected injury or disability leave, bargaining unit members shall be entitled to all benefits as provided in this Agreement.
- 16.5 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.
- 16.6 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 when the employee is required to be absent from work at the direction of a physician selected in accordance with Article 16.3, above. Workers compensation payments issued during the period of injury leave shall be signed over to the City.
- 16.7 Upon payment of the maximum injury leave available, bargaining unit members shall be required to use accumulated personal leave to make up the difference between the workers compensation payments and the bargaining unit members' regular wages.
- 16.8 Bargaining unit members taking leave pursuant to this Article shall use any available Family and Medical Leave.

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(s) benefits available to all other employees, the respective personal day(s) 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 and wellness program (including additional opportunities provided to firefighters such as Life Scan and physical agility testing) 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.

21.8 In the event of a layoff, special consideration will be given to individuals eligible for Veterans' preference in accordance with State law and City policy.

Article 22

Dues Deduction

- 22.1 The City agrees that upon receipt of a voluntary individual notice for any bargaining unit member, the City shall deduct from his/her pay, dues commencing with the second pay period after receipt of such notice. Revocation shall be in writing and shall be effective commencing with the second pay period after receipt of such notice of revocation.
- 22.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the 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) 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 within five (5) days of the original filing 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 fourteen (14) 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's Office within fourteen (14) calendar days of the occurrence of the event giving rise to the grievance.
- An Assistant Chief will conduct a meeting within fourteen (14) calendar days with the grievant and his requested representative, unless an Assistant 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. An Assistant 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 Fire Chief's Office within fourteen (14) calendar days of receipt of the notification from an Assistant Chief.
- The Fire Chief shall 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 a person affiliated with a Union other than the certified bargaining agent. 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 Three

- If the grievance is not resolved to the grievant's satisfaction as rendered by Step Two, the bargaining unit member and/or the Union may forward the grievance, in writing, to the City Manager's Office 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.

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 applicable to the employee's field of work or of such nature and quality to directly contribute to the employee's value and potential growth in Public Safety/Fire Rescue.
 - B. The course must be pre-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 Effective Contract Approval date, the City will reimburse bargaining unit members for the cost of tuition, books and fees based on state college/university rates up to a maximum of one thousand (\$1,000) dollars per fiscal year in accordance with the following schedule:
- A.
 - 100% for attaining a final grade of "A"
 - 75% for attaining a final grade of "B"
 - 50% for attaining a final grade of "C"
 - B. If the course grading system is pass/fail, the City will pay 75% for a "pass" and 0% for a "fail".
- 25.3 Bargaining unit members who resign from the City before the completion of one (1) year of service from the date of their last course reimbursement must pay back to the City any money received during that one (1) year period.

Article 26

Physical Examinations

Bargaining unit members are required to successfully complete a physical examination on an annual basis and are subject to a fitness for duty physical examination when necessary. The physical examination provider must certify to the City that the firefighter is medically qualified to perform all functions of a firefighter, in accordance with the guidelines set forth by the Florida State Fire Marshal Bureau of Fire Standards and Training and NFPA 1582. Refusal to complete all components of an annual physical examination shall be grounds for termination.

- 26.1 The annual physical examination will include at a minimum the following: medical examination, height and weight, blood pressure, lab tests including, urinalysis and metabolic blood panel, audio screening, EKG at rest or stress (upon recommendation by the physician) and a Tuberculosis test. 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, health, and mental examination results will be maintained in separate medical files maintained in the City's Human Resources Department. In accordance with Florida Statutes, records contained in the bargaining unit member's medical files may be exempt from disclosure pursuant to public records laws. However, any release of medical file information in accordance with Florida Statutes will be under the authority of the City Clerk.
- 26.6 All physical examinations will be conducted by a physician designated by the City. However, bargaining unit members may select their own physician to perform the same annual physical examination, including testing and lab work,

with the approval of the City. 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 Drug Free Workplace Program.
- 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. A bargaining unit member may not, however, engage in off-duty employment which is contrary to his/her medical restrictions.
- 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 on-duty training for bargaining unit members when said training is required by the Fire Chief, Medical Director or the State of Florida. Training will be provided in traditional (in-person) as well as online formats. Efforts will be made to offer multiple opportunities to attend and/or

obtain the required training or re-certification. Should the member fail to attend the training sessions offered, the member shall bear all responsibility of securing the required training.

If the bargaining unit member is off on his/her scheduled on-duty training date (excluding absence due to assigned Kelly Day or Bereavement Leave) the required training shall be completed by the bargaining unit member while off-duty and shall not be compensable.

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	
		<u>Hourly</u>	<u>Annual</u>	<u>Hourly</u>	<u>Annual</u>
October 1, 2015 - December 31, 2016					
	Firefighter	\$13.78	\$35,875.00	\$21.08	\$54,892.00
	Firefighter/Inspector	\$19.11	\$39,749.00	\$29.24	\$60,819.00
	Fire Lieutenant	\$16.61	\$43,255.00	\$25.42	\$66,194.00
January 1, 2017 - October 1, 2017					
	Firefighter	\$14.26	\$37,133.04	\$21.82	\$56,819.28
	Firefighter/Inspector	\$19.78	\$41,142.40	\$30.26	\$62,940.80
	Fire Lieutenant	\$17.19	\$44,762.76	\$26.30	\$68,485.20
October 2, 2017 - September 30, 2018					
	Firefighter	\$14.26	\$37,133.04	\$21.82	\$56,819.28
	Engineer	\$15.37	\$40,023.48	\$23.52	\$61,246.08
	Firefighter/Inspector	\$19.78	\$41,142.40	\$30.26	\$62,940.80
	Fire Lieutenant	\$18.05	\$47,002.20	\$27.62	\$71,922.48

The annual hours for Firefighters, Engineer and Fire Lieutenants shall be 2604 hours. The annual hours for Firefighter/Inspectors 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
- Paramedic Preceptor \$600
- Fire Field Training Officer \$600
- Child Safety Seat Technician \$600
- 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, 2015 – September 30, 2016

- Bargaining unit members will be eligible to receive any October 1, 2015 pay increase that may be included in the October 1, 2015 September 30, 2016 fiscal year budget as approved by the City Council.
- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 0% to 4%, in accordance with the performance rating scale in use for certified fire department employees

October 1, 2016 – September 30, 2018

- Bargaining unit members will be eligible to receive hourly merit pay increases based on the overall rating of their twelve (12) month City employment anniversary performance evaluation as noted in Article 38 of this Agreement. Merit pay increases shall range from 2% to 4%, in accordance with the performance rating scale in use for certified fire department employees and are awarded for overall performance which meets or exceeds position/job expectations.

- 31.5 Merit pay increases shall not be available to bargaining unit members at the pay scale maximum. Effective October 1, 2015, lump sum merit payments in lieu of merit pay increases will be provided so long as lump sum payment are specifically included in the budget approved by the City Council.
- 31.6 All bargaining unit members shall receive a three and a half (3.5%) percent hourly pay rate increase effective January 1, 2017. In addition, all bargaining unit members in the classification of Fire Lieutenant shall receive a five (5%) percent hourly pay rate increase effective October 2, 2017.

Article 32

Holidays

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

First Day of January (New Year's 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, or the bargaining unit member must be in an approved pay status on any scheduled shift not less than seventy-two (72) hours prior to and seventy-two hours after the holiday, if scheduled. Pay status shall include-members on paid annual, sick, or comp time, as well as leave due to workers' compensation and/or personal days.

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 Engineer or 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, 2018.
- 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 not to exceed \$100.00. 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
- 37.2 Effective as of the date of approval of this contract, the City agrees to convert 100% of the Chapter 175 reserve fund to a share plan. The total amount shall be credited to each participant based on their completed months of credited service in proportion to the combined completed months of credited service of all participants.
- 37.3 Effective as of the date of approval of this contract, the Union agrees to allow the City to use 100% of all future Chapter 175 annual distributions up to the amount received in the 2012 calendar year (\$188,967) and 50% of any future annual amounts in excess of the 2012 calendar year distribution to fund the normal cost of the pension plan. The remaining 50% of any future annual amounts in excess of the 2012 calendar year distribution shall be credited to participant share accounts, with each participant's account receiving an equal share of the total amount allocated.
- 37.4 Effective February 10, 2014, 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 The City's current Performance Evaluation Policy, as outlined in the City's Personnel Policy is adopted hereto.

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 actions 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.
- 41.2 Employees Hired after October 1, 2015 must be tobacco (all forms) free for 1 year prior to employment and must remain tobacco (all forms) free for the duration of their employment.
- 41.3 Employees hired prior to October 1, 2015 shall abide by the City's Smoking and Tobacco Use Policy.

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.

Article 44

Complete Agreement

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

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

Steven Smith, President

Timothy Massicotte, Vice President

Fredrick Casler, Treasurer

Brian Davis, Secretary

NEGOTIATING TEAM FOR THE CITY OF CLERMONT

Darren Gray, City Manager

Susan Carroll Dauderis, Human Resources Director

Carle Bishop, Fire Chief

Joseph Van Zile, Finance Director

**THIS AGREEMENT APPROVED UPON ADOPTION BY THE CITY COUNCIL OF THE CITY
OF CLERMONT ON THE _____**

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 24, 2017	
Agenda Item Name	
Ordinance No. 2016-38 <i>Final</i> <i>Table to April 11, 2017</i> <i>South Lake Medical Arts Center</i>	
Requested Action	
Recommend tabling Ordinance 2016-38 to April 11, 2017.	
Staff Report	
This agenda item is requested to be postponed to April 11, 2017 to allow the Council to first consider the applicant's request for a related conditional use permit, variance and comprehensive plan amendment transmittal at its Feb. 14, 2017 meeting. The Council previously considered the requests at its Dec. 13, 2016 meeting, but tabled all items to the Feb. 14, 2017 meeting to allow the applicant and adjacent property owners additional time to discuss changes to the development proposal. Once the comprehensive plan amendment is approved for transmittal, and after review by the Florida Department of Economic Opportunity and the reviewing agencies, the Council will consider final adoption of the amendment in April. The owner, Belgian Capital Fund, LLC, is requesting a future land use change for 12.01 +/- acres from the Office future land use category to the Residential/Office future land use category. The owner is requesting this change to allow the development of residential units in the project. The project is known as the South Lake Medical Arts Center and is located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard. It was originally approved for 116,000 square feet of professional office space, under conditional use permit (CUP) No. 1485. The owner has determined that the demand for professional office space has been replaced with a demand for residential rental units in association with the professional needs of the hospital and the National Training Center (NTC) across the street. The owner is also seeking an amendment to CUP No. 1485 to allow residential units up to 12 dwelling units per acre. The owner wishes to construct these units on the vacant building pads F & G, as shown on the conceptual plan. Under Policy 1.8.1 of the comprehensive plan, residential uses are not allowed in the Office future land use category. The Residential/Office future land use category allows up to 12 units per acre and a 0.25 floor area ratio (FAR) for office use. The total office use at this time is 50,245 square feet, or a FAR of 0.10. There are no additional building pads remaining other than the two proposed for the residential use. The change in traffic demand, based upon the 8th Edition of the International Traffic Engineers (ITE) Manual, is a reduction in daily trips from office use to residential use by over half the volume. The change to residential units may have an effect on the Lake County School District, and a school capacity report will be required prior to site plan approval. The applicant has indicated that the majority of the units will be one-bedroom units, thus lowering the probability of school aged children living in the units. The project is being geared toward working medical professionals and individuals training at the NTC. Upon approval by the Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in January. Staff has reviewed the applicant's request and believes that the Residential/Office future land use would provide opportunities for a residential component in the project that encourages walkability and reduces external vehicle trips with	

its proximity to the hospital and the NTC. The proposed project is also located along a public transit route and commercial uses are nearby. The Residential/Office future land use district provides residential uses in an urban setting, adjacent to the South Lake Hospital and the professional offices within the project. Therefore, staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Office to Residential/Office.

At the November 1, 2016 Planning and Zoning Commission meeting, Commissioner Judy Proli moved to recommend denial of the comprehensive plan amendment; Commissioner Tony Hubbard seconded. The vote was 3-1 to recommend denial of the comprehensive plan amendment, with Commissioner Herb Smith opposing.

Additional Analysis	
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Fiscal Impact Summary	
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Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)	
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1.	Ordinance	CPA ORD 2016-38.doc
2.	Maps	Maps.pdf
3.	Site plan	Site plan.pdf
4.	Minutes	P&Z minutes.pdf
5.	Application	CPA Application.pdf
6.	Legal ad	CPA SL Medical Arts ad 2016.docx

CITY OF CLERMONT
ORDINANCE No. 2016-38

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTING THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT FOR THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; SETTING FORTH THE PURPOSE AND INTENT OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING FOR THE ADOPTION OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; ESTABLISHING THE LEGAL STATUS OF THE LARGE SCALE COMPREHENSIVE PLAN AMENDMENT; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

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

Lot 1 of Clermont Town Center Addition, according to the plat thereof as recorded in PB 45, PG 96-97 of the Public Records of Lake County, Florida.

LESS the following:

A portion of Lot 1, Clermont Town Center Addition, according to the plat thereof as recorded in PB 45, PG 96-97 of the Public Records of Lake County, Florida, being more particularly described as follows:

CITY OF CLERMONT
ORDINANCE No. 2016-38

Begin at the southwest corner of Lot 1, Clermont Town Center Addition, according to the plat thereof as recorded in PB 45, PG 96-97 of the Public Records of Lake County, Florida; thence run north 15°34'27" east, along the west line of said Lot 1, a distance of 333.42 feet to the point of curvature of the curve concave southeasterly having a radius of 710.00 feet and a chord that bears north 18°53'45" east; thence run along the arc of said curve and said west line of Lot 1, through a central angle of 6°38'38", an arc distance of 82.33 feet; thence departing said west line, run south 89°25'59" east, 486.02 feet; thence run south 00°34'01" west along the east line of said Lot 1 and its northerly extension, 400.16 feet to the northeast corner of Lot 3 of said Clermont Town Center Addition; thence run north 89°25'59" west along the north line of said Lot 3 and the south line of said Lot 1, a distance of 598.23 feet to the point of beginning

Containing 12.010 acres more or less.

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM CLERMONT OFFICE TO CLERMONT RESIDENTIAL/OFFICE

SECTION 2.

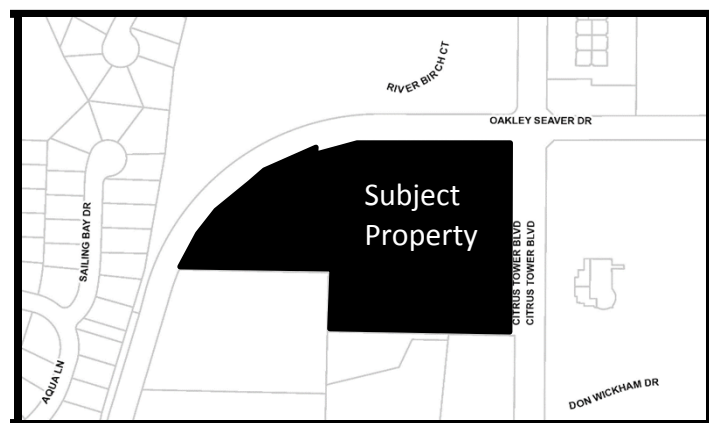
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of 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. 2016-38

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of April, 2017.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
South Lake Medical Arts

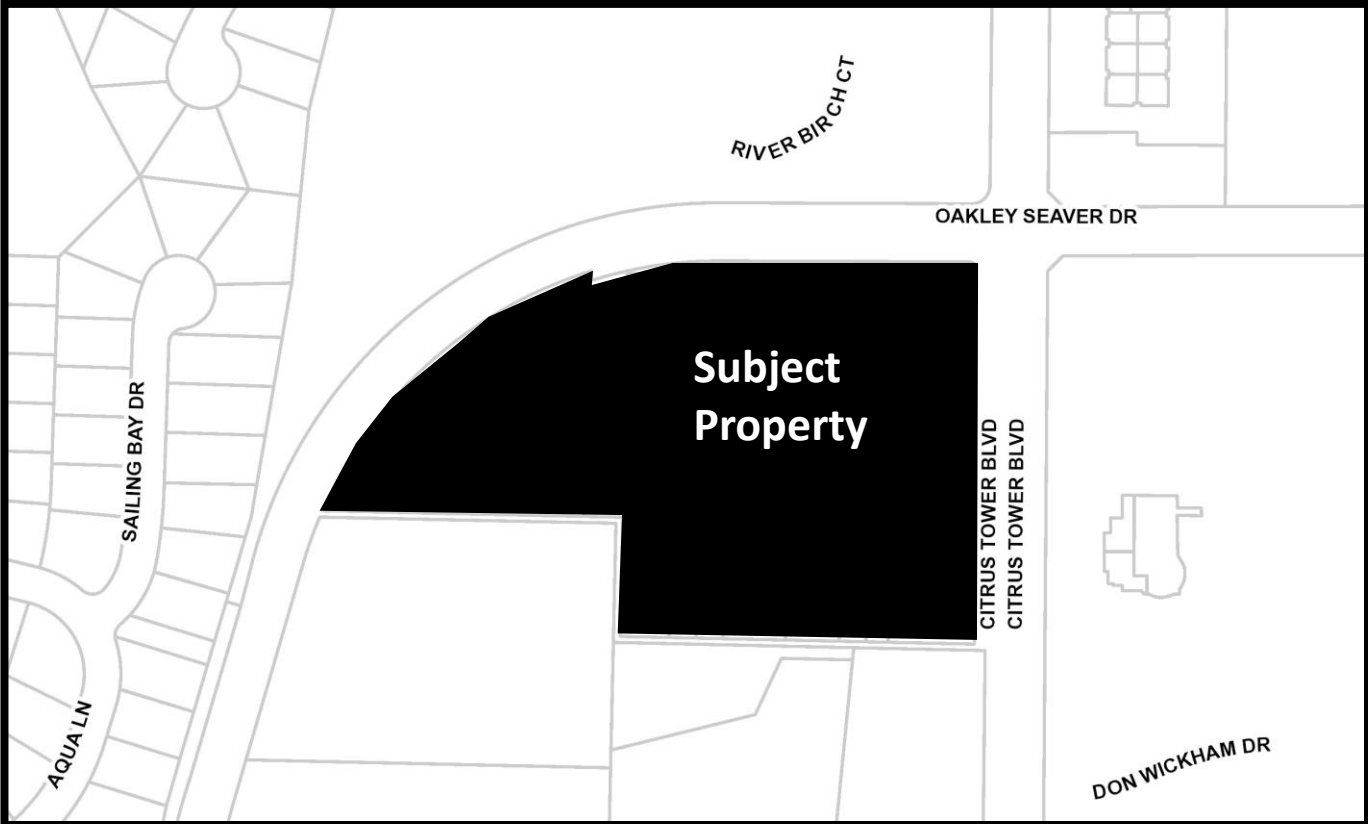
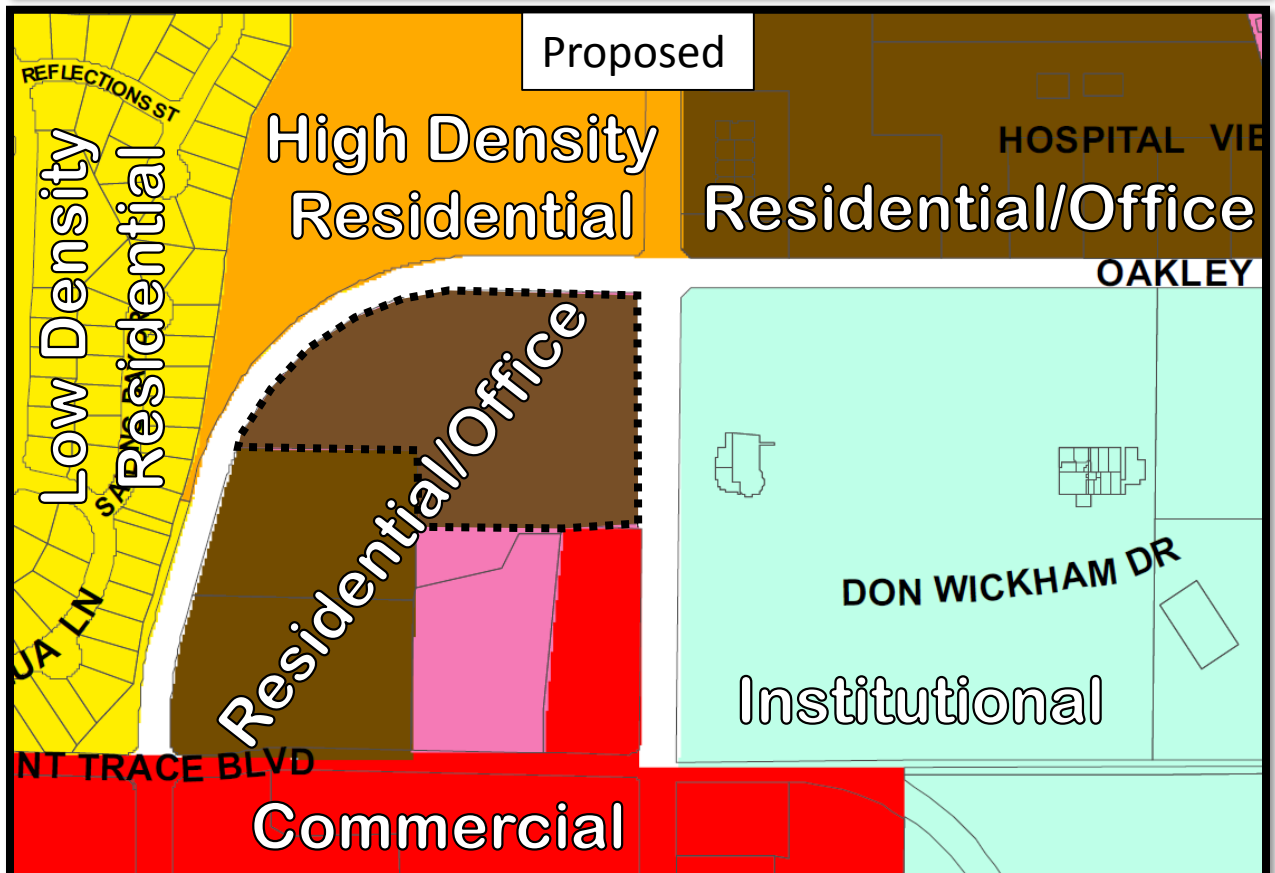
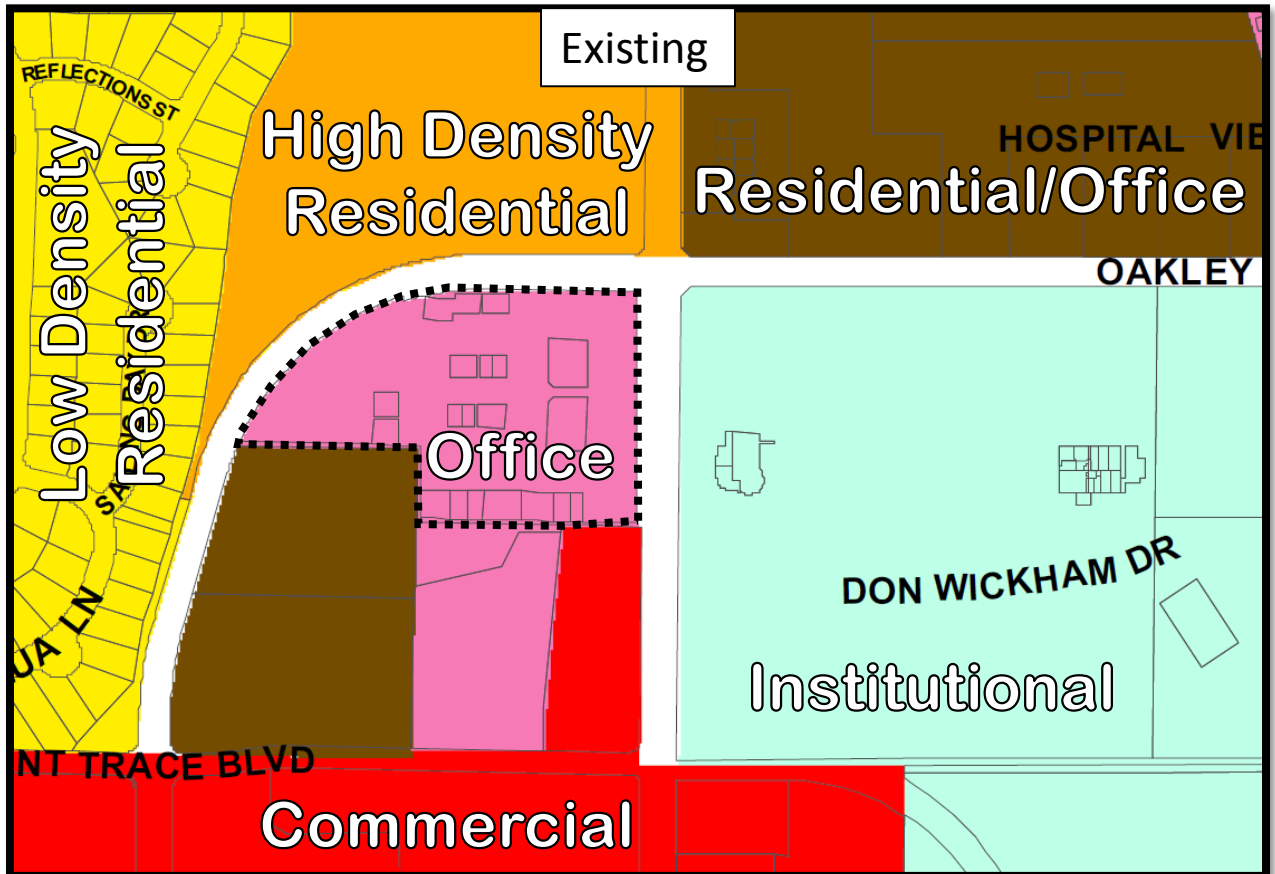
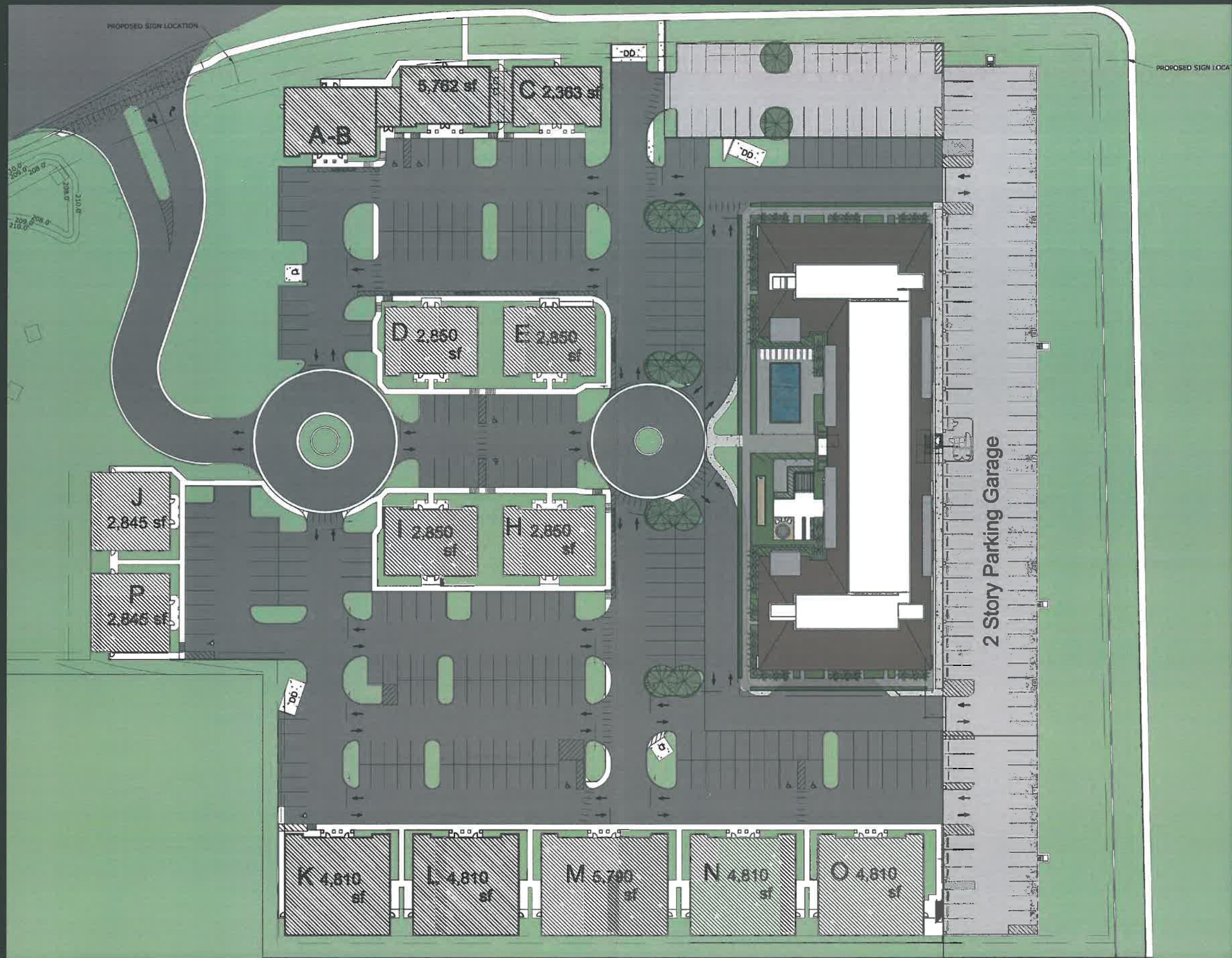


Exhibit – Future Land Use Map
South Lake Medical Arts







PROPOSED SOUTH LAKE APARTMENTS SITE PLAN
CLERMONT FLORIDA

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

Page 1

The meeting of the Planning and Zoning Commission was called to order Tuesday, November 1, 2016 at 6:30 p.m. by Vice-Chair Cuqui Whitehead. Other members present were Herb Smith, Judy Proli, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Manager, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held October 4, 2016 were approved as written.

REPORTS

Vice-Chair Whitehead mentioned the Citizens Academy that the City provides for residents to give them the opportunity to learn how the business of the City operates.

1. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Office to Residential//Office.

PROJECT: South Lake Medical Arts Center

Planning Manager Henschel presented the staff report as follows:

The owner, Belgian Capital Fund, LLC, is requesting a future land use change for 12.01 +/- acres from the Office Future Land Use category to the Residential/Office Future Land Use category. The owner is requesting this change to allow the development of residential units in the project. The project is known as the South Lake Medical Arts Center and is located at the southwest corner of Oakley Seaver Drive and Citrus Tower Blvd. It was originally approved for 116,000 square feet of professional office space, under Resolution 1485. The owner has decided that the demand for professional office space has been replaced with a demand for residential rental units in association with the professional needs of the hospital and the National Training Center (NTC), which is across the street. The owner is also seeking an amendment to Resolution 1485 to allow residential units up to 12 dwelling units per acre. The owner wishes to construct these units on the vacant building pads F & G, as shown on the conceptual plan.

Under Policy 1.8.1, residential uses are not allowed in the Office Future Land Use category. The Residential/Office Future Land Use category allows up to 12 units per acre and a 0.25 floor area ratio for office use. The total office use at this time is 50,245 square feet, or a FAR of 0.10. There are no additional building pads remaining other than the 2 proposed for the residential use. The change in traffic demand, based upon the 8th Edition of the International Traffic Engineers (ITE) Manual, is a reduction in daily trips from Office use to Residential use by over ½ the volume. The change to residential units may have an effect on the Lake County School System and a school capacity report will be required prior to site plan approval. The applicant has indicated that the majority of the units will be one bedroom units, thus lowering the probability

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

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of school aged children from the project. The project is being geared towards working medical professionals and individuals with a focus on training at the NTC.

Upon approval by the City Council, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review. DEO would then issue an Objections, Recommendations and Comments letter to the City, and the amendment would then be scheduled for a final public hearing in January.

Staff has reviewed the applicant's request and believes that the residential/office future land use would provide opportunities for a residential component in the project that encourages walkability and reduce external vehicle trips with its proximity to the hospital and the NTC. The proposed project is also located along a public transit route and commercial uses are nearby. The residential/office provides residential uses in an urban setting, especially adjacent to the South Lake Hospital and the professional offices within the project. Therefore, staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Office to Office/Residential.

Today, the site is mostly developed with professional offices with the exception of two 14,000 square foot building pads that were proposed to be three story buildings. The applicant does not foresee the development of these building pads to be professional offices since there appears to ample opportunities surrounding the hospital. The owner is requesting to convert the use to a multi-family development to serve the medical community.

In order to convert these pads to multifamily, the code requires a Conditional Use Permit for any multifamily development with more than 12 units. In this case, the applicant is proposing 144 multifamily units. The majority of the units will be one bedroom units (54 units), followed by studio units. There are also 12 two bedroom units proposed.

Since city staff would consider this an amendment to the existing resolution #1485, staff would propose the reduction of the two building pads from the overall permitted 116,000 square feet of office space. The new total office space allotted would be 50,245 square feet along with the 144 multi-family units.

Jimmy Crawford, 1201 W. Highway 50, stated that he is representing the owners, Belgian Capital Fund, LLC. He stated that this project started prior to the real estate crash and has not been completed since. He stated that the two 60,000 square feet anchor buildings that were proposed are still not there and they were supposed to provide 50% of the association fees. He stated that the parking garage has been a target of graffiti and other code enforcement issues. He stated that the owners have tried to build the medical offices without success. He stated that the developer is now proposing to build an urban concept with interior hallways with key fobs, rather than a walk up apartment. He stated that they are mostly one bedroom studios designs for young professionals.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

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John DiGiovanni, Inland Atlantic Development, 50 Biscayne Dr. Atlanta GA, stated that they are proposing to build a multi-level condo style multi-family building. He stated that they have built one in Lake Mary, FL recently. He stated that there is employment base in the area to allow walkability to and from work. He stated that the parking will be blocked and secured. He presented a drawing of an existing project they recently finished. He stated that this project will benefit the current doctors who already own buildings on this property as well as the City of Clermont.

Anthony Saranita, 12907 Tiger Lilly Ct., stated that his concerns are that owners bought into a medical art center not into a hybrid community. He stated that they worry about the progress of any building that is put in there. He stated that the short-falls did not come from the owners in the community, the property manager did not pay the contractors that provided the services for lawn maintenance, utilities, and other necessities. He stated that everything has been cared for since the management company no longer exists. He stated that the reason why the property owner can't sell the buildings that are currently proposed is because doctors don't need that large of an area.

Julio Paez, 845 Oakley Seaver Dr., stated that he is an owner in South Lake Medical Art Center. He stated that the new owners changed the by-laws. He stated that one owner was allowed to participate in the community meetings. He stated that they have not been invited to sit in the association meetings. He stated that the developers are the ones who have not paid the bills, not the doctors. He stated that they were notified two weeks ago about the changes that were being proposed. He stated that this is a medical area, not a residential area.

Christopher Johnson, 855 Oakley Seaver Dr., stated that he is against the project.

Amit Aggarwal, Lot L, 865 Oakley Seaver Dr., stated that this is one of the most desired area for most doctors. He stated that it has always been overpriced. He stated that doctors don't have the money to purchase 60,000 square foot buildings. He stated that he purchased in this community because he wants his office in a medical center. He stated that he is against this project.

Vipin Mendiratta, 861 Oakley Seaver Dr., stated that he is also a recent addition to South Lake Medical Center and he also purchased there to be a part of a medical community, not a mixed use community. He stated that he is also against this project.

Sanjeev Bhatta, 835 Oakley Seaver Dr., stated that he was the first one to purchase in the South Lake Medical Center. He stated that the medical center is functioning well. He stated that if you have a community that is functioning and now they want to make changes, he has issues with that.

Aashiv Hari, 825 Oakley Seaver Dr., stated that he is against this project. He stated he has letters from other doctors who are also against this project.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
NOVEMBER 1, 2016**

Page 4

Charla Hurst, 871 Oakley Seaver Dr., stated that they agree with all the other comments and are against this project.

Mr. Crawford stated that turn-over of the community will happen as soon as the buildings will be sold. He stated that the project is half built out which is why they have financial issues. He stated that they have approached the hospital and John Moore about two months ago about purchasing the property and they declined. He stated that he disagrees that the mixed use will not work. He stated that this developer has done hundreds of projects like this and they feel it will be a benefit to the medical center.

Commissioner Smith stated that he does not see any issues with the plan.

Commissioner Proli stated that the lack of medical facilities is a concern of hers. She stated that the project should be kept as a medical center. She stated that Clermont desperately need medical facilities and there are plenty of other multi-family units in Clermont.

Commissioner Hubbard stated that he has clients looking for medical pads and does not believe there is a lack of need.

Mr. Crawford stated that the pads are large. He stated that there is a pad that is smaller that has been for sale for 10 years. He stated that these buildings have been sitting empty since 2004.

Commissioner Proli moved to recommend denial of the comprehensive plan amendment; Commissioner Hubbard seconded. The vote was 3-1 to recommend denial of the comprehensive plan amendment, with Commissioner Smith opposing.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To amend Resolution 1485 to allow for multi-family use.

PROJECT: South Lake Medical Arts Center

Commissioner Proli moved to recommend denial of the conditional use permit; Commissioner Hubbard seconded. The vote was 3-1 to recommend denial of the conditional use permit, with Commissioner Smith opposing.

3. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

REQUEST: To change the future land use from Lake County Urban Low to City of Clermont Industrial.

PROJECT: Huber Self-Storage

Senior Planner Kruse presented the staff report as follows:



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 5/23/16

FEE: 1500.00

Project Name (if applicable): South Lake Medical Arts - Residential

Applicant: Jimmy D. Crawford

Contact Person: "

Address: 1201 West Hwy 50

City: Clermont

State: FL

Zip: 34711

Phone: (352) 394-7408

Fax: (352) 352-7298

E-Mail: jimmy.crawford@mnagellaw.com

OWNER: Belgian Capital Fund, LLC

Address: 1135 Kane Concourse, 3rd Floor

City: Bay Harbor Islands

State: FL

Zip: 33154

Phone: (305) 450-9628

Fax: -

E-Mail: kjanc@gmail.com

General Location: West of Citrus Tower Blvd, South of
Oakley Sever Drive, West of South Lake Hospital.

Legal Description (include copy of survey): see attached

Property size (in acres or square feet):

Flood hazard area (yes) ☐ and approx. acreage _____ (no) ☒

Existing (Actual) Land Use: Office Center

Existing Zoning: R-3 + CUP

Existing Future Land Use: Office

Proposed Future Land Use: Mixed Use

Type of development proposed: existing office center, plus
residential rental units.



Proposed density (dwelling units/acre) or intensity: 12 units/acre

Proposed Zoning District: R3+CUP

Summary of the proposed amendment content and effect that describes any changed conditions that would justify the proposed amendment, and why there is a need for the proposed amendment (use additional sheets if necessary).

The two large previously proposed medical office buildings have not sold. South Lake Hospital has developed medical office on its campus adjacent to our property. There is a continuing and growing need for residential rental units. Clermont currently does not have a project similar - elevator serviced enclosed hallway urban apartment.

The City of Clermont may require additional information to justify, clarify or explain the necessity of the requested Comprehensive Plan Amendment which may include the following:

- Information regarding the compatibility of the proposed land use amendment(s) with the Goals, Objectives and Policies of the Future Land Use Element and any other affected comprehensive plan elements.
- A description of how the proposed amendment(s) will result in an orderly and logical development pattern with existing and proposed land use(s) of the area.
- A description of the present availability of, and estimated demand on the following public facilities: potable water, sanitary sewer, transportation system and recreation, as appropriate.

***** NOTICE *****

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

[Signature], who being

by me first duly sworn on oath, deposes and says:

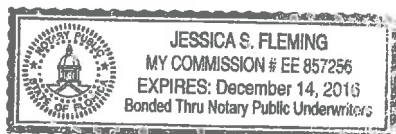
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.
2. That he (she) desires a Future Land Use Amendment from Office to Mixed Use for the property legally described on the attachment of this application.
3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Jimmy D. Crawford
Affiant - Applicant Name (print)

X [Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 23rd day of May, 2016.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 12.14.16



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Jan Hendrickx, as Manager of Belgian Capital Fund, LLC who being
by me first duly sworn on oath, deposes and says:

1. That ~~he~~ (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That ~~he~~ (she) desires a Future Land Use Amendment from Office to Mixed Use for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Jimmy R Crawford to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

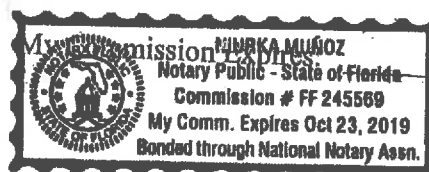
Jan Hendrickx as
Affiant - Applicant Name (print)
Manager, Belgian Capital Fund, LLC

X [Signature]
Affiant - Applicant Name (signature)
Manager, Belgian Capital Fund, LLC

SWORN to and SUBSCRIBED before me by

or personally known by me this 24th day of May, 2019.

X [Signature]
Notary Public, State of Florida at Large



SOUTH LAKE MEDICAL ARTS CENTER a/k/a SOUTH LAKE OFFICE PARK
LAND USE PLAN AMENDMENT APPLICATION
LEGAL DESCRIPTION

Overall Property Description

Lot 1 of CLERMONT TOWN CENTER ADDITION, according to the plat thereof as recorded in Plat Book 45, Pages 96 and 97 of the Public Records of Lake County, Florida.

LESS the following:

A portion of Lot 1, CLERMONT TOWN CENTER ADDITION, according to the plat thereof as recorded in Plat Book 45, Pages 96 and 97 of the Public Records of Lake County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 1, CLERMONT TOWN CENTER ADDITION, according to the plat thereof as recorded in Plat Book 45, Pages 96 and 97 of the Public Records of Lake County, Florida; thence run North 15°34'27" East, along the West line of said Lot 1, a distance of 333.42 feet to the Point of Curvature of a curve concave Southeasterly having a radius of 710.00 feet and a chord that bears North 18°53'45" East; thence run along the arc of said curve and said West line of Lot 1, through a central angle of 6°38'38", an arc distance of 82.33 feet; thence departing said West line, run South 89°25'59" East, 486.02 feet; thence run South 00°34'01" West along the East line of said Lot 1 and its Northerly extension, 400.16 feet to the Northeast corner of Lot 3 of said CLERMONT TOWN CENTER ADDITION; thence run North 89°25'59" West along the North line of said Lot 3 and the South line of said Lot 1, a distance of 598.23 feet to the Point of Beginning.

Containing 12.010 acres, more or less.



Denham Engineering, LLC
Engineers
Orlando: 407-217-5487
Clermont: 352-989-1915
Briarwood@DenhamEng.com
www.DenhamEng.com

Inland Atlantic Development Corporation
1500 Central Expressway
Suite 200
Altamonte Springs, FL 32714
Tel: 407-553-8148

SLMAC Multi-Family
Clermont, FL

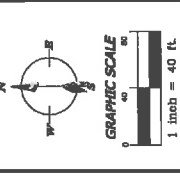
Conceptual Plans

Dimension Plan

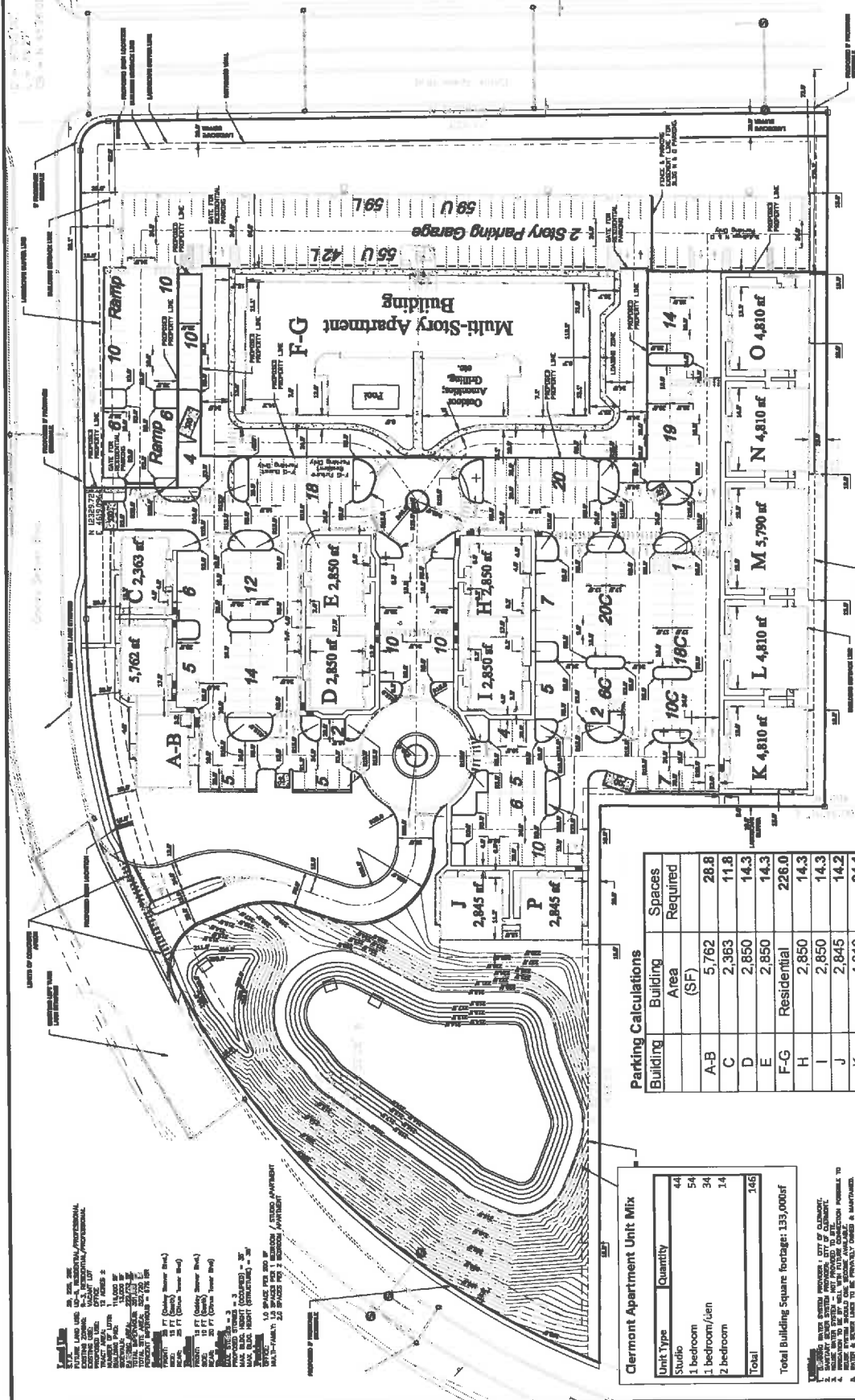
Revisions	
NO.	DATE
1	10-10-17
2	10-10-17
3	10-10-17
4	10-10-17
5	10-10-17
6	10-10-17
7	10-10-17
8	10-10-17
9	10-10-17
10	10-10-17

Prepared by: [Name]
Checked by: [Name]
Drawn by: [Name]

2. Denham Engineering, LLC
Date: 10-10-17
Project: [Name]
Sheet: 1 of 1



Sheet Number
1 of 1



Parking Calculations		
Building	Building Area (SF)	Spaces Required
A-B	5,762	28.8
C	2,363	11.8
D	2,850	14.3
E	2,850	14.3
F-G	Residential	226.0
H	2,850	14.3
I	2,850	14.3
J	2,845	14.2
K	4,810	24.1
L	4,810	24.1
M	5,790	29.0
N	4,810	24.1
O	4,810	24.1
P	2,845	14.2
Total		477.2
Total Parking Provided =		502
Compact Parking =		54
ADA Required =		9
ADA Provided =		9

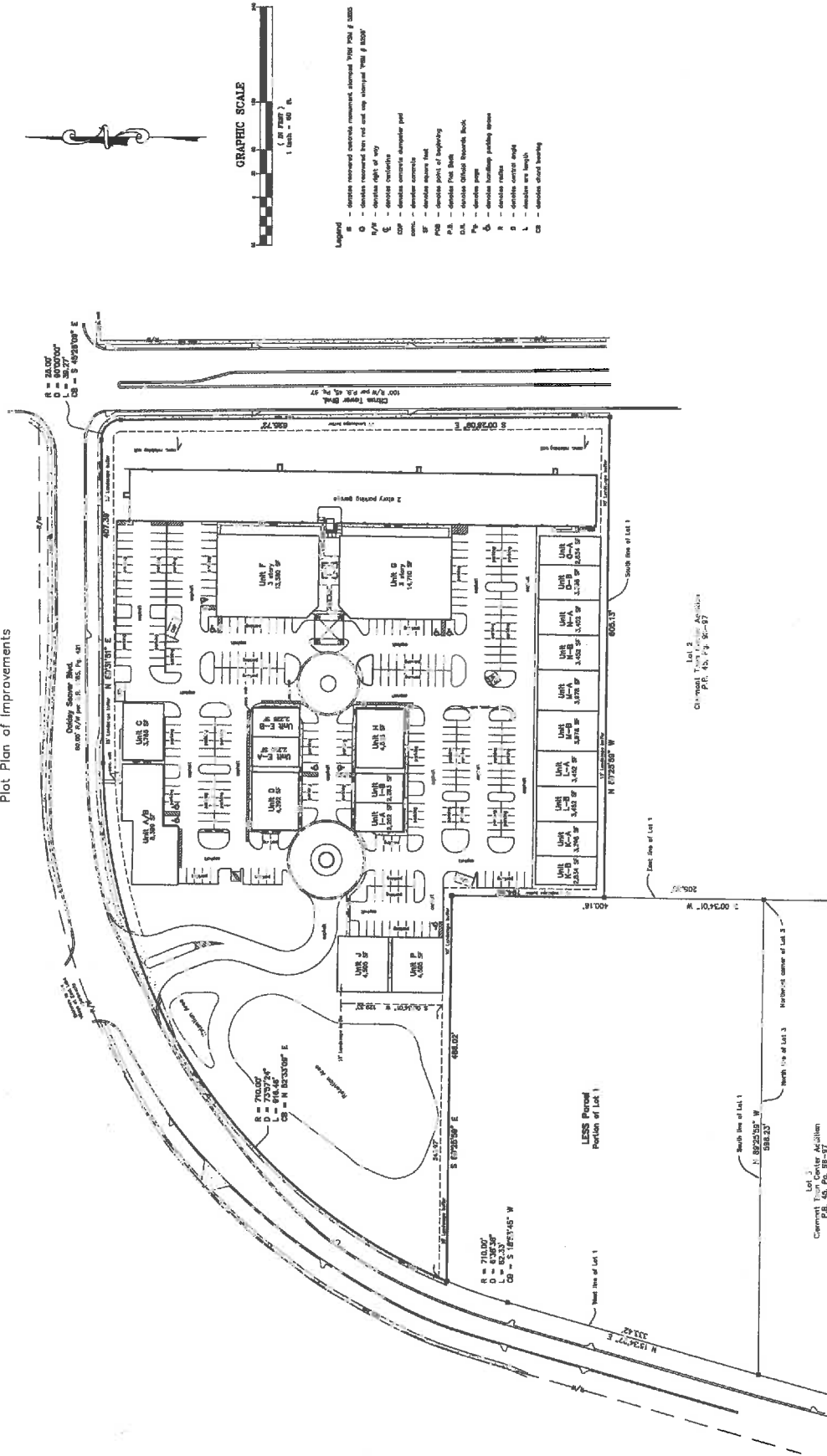
Clermont Apartment Unit Mix	
Unit Type	Quantity
Studio	44
1 bedroom	54
1 bedroom/1 den	34
2 bedroom	14
Total	146
Total Building Square Footage: 133,000sf	

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION, LATEST EDITION.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR UTILITIES CONSTRUCTION, LATEST EDITION.
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR LANDSCAPE CONSTRUCTION, LATEST EDITION.
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL DEVICES, LATEST EDITION.
6. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR SIGNAGE, LATEST EDITION.
7. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR FLOOD DAMAGE PREVENTION, LATEST EDITION.
8. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR EROSION CONTROL, LATEST EDITION.
9. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR RAINWATER MANAGEMENT, LATEST EDITION.
10. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR AIR QUALITY, LATEST EDITION.
11. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR NOISE, LATEST EDITION.
12. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR VIBRATION, LATEST EDITION.
13. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR LIGHT, LATEST EDITION.
14. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR THERMAL, LATEST EDITION.
15. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR RADIO, LATEST EDITION.
16. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR ELECTROMAGNETIC INTERFERENCE, LATEST EDITION.
17. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR SECURITY, LATEST EDITION.
18. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR SAFETY, LATEST EDITION.
19. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR HEALTH, LATEST EDITION.
20. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORIDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR ENVIRONMENT, LATEST EDITION.

South Lake Medical Arts Center – Third Amendment

Section 32, Township 22 South, Range 26 East,
City of Clermont, Lake County, Florida

Plot Plan of Improvements



Benchmark Surveying & Mapping Consultants, Inc.
 Certificate of Authorization Number - LB-8798

Post Office Box 771085, Winter Garden, Florida 34777-1085
 957 West Plant Street, Winter Garden, Florida 34787
 (407) 954-8183 Fax (407) 854-8184

**SOUTH LAKE MEDICAL ARTS CENTER
PADS F AND G
TRAFFIC ANALYSIS/COMPARISON**

OFFICE USE – 60,000 SF

8th Ed. ITE Trip Generation:*

36.13 Trips per thousand sf

60,000 sf = **2,168 Trips Per Day**

RESIDENTIAL – 146 APTS

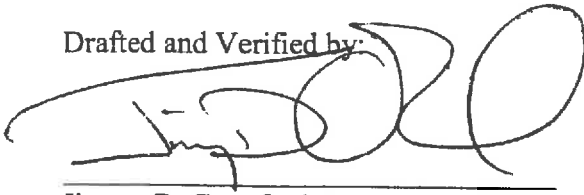
8th Ed. ITE Trip Generation:

6.59 Trips per Unit

146 units = **962 Trips per Day**

- **ALL TRAFFIC GENERATION NUMBERS TAKEN FROM 8TH EDITION, INTERNATIONAL TRAFFIC ENGINEERS (ITE) MANUAL, ADOPTED AND USED BY LAKE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION**

Drafted and Verified by:



Jimmy D. Crawford, Esq.

August 10, 2016

PROPERTY RECORD CARD

General Information

Owner Name:	BELGIAN CAPITAL FUND LLC	Alternate Key:	3877220
Mailing Address:	1135 KANE CONCOURSE 3RD FL BAY HARBOR ISLANDS, FL 33154 Update Mailing Address ⓘ	Parcel Number:	20-22-26-030200000F00
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	831 OAKLEY SEAVER DR STE 200 CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, SOUTH LAKE MEDICAL ARTS CENTER THIRD AMENDMENT CONDOMINIUM UNIT F CB 3 PG 31-33 ORB 4028 PG 1691		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		13380	SF	\$0.00	\$602,100.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4028 / 1691	4/27/2011	Warranty Deed	Multi-Parcel	Vacant	\$2,110,000.00

[Click here to search for mortgages, liens, and other legal documents.](#) ⓘ

Values and Estimated Ad Valorem Taxes ⓘ

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$602,100	\$551,925	\$551,925	5.30510	\$2,928.02
LAKE COUNTY MSTU AMBULANCE	\$602,100	\$551,925	\$551,925	0.46290	\$255.49
SCHOOL BOARD STATE	\$602,100	\$602,100	\$602,100	5.69700	\$3,430.16
SCHOOL BOARD LOCAL	\$602,100	\$602,100	\$602,100	1.50000	\$903.15
CITY OF CLERMONT	\$602,100	\$551,925	\$551,925	4.20610	\$2,321.45

PROPERTY RECORD CARD

General Information

Owner Name:	BELGIAN CAPITAL FUND LLC	Alternate Key:	3877221
Mailing Address:	1135 KANE CONCOURSE 3RD FL BAY HARBOR ISLANDS, FL 33154 Update Mailing Address	Parcel Number:	20-22-26-030200000G00
		Millage Group and City:	000C (Clermont)
		Total Millage Rate:	18.65210
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	851 OAKLEY SEAVER DR CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name
		School Locator:	School and Bus Map
Property Description:	CLERMONT, SOUTH LAKE MEDICAL ARTS CENTER THIRD AMENDMENT CONDOMINIUM UNIT G CB 3 PG 31-33 ORB 4028 PG 1691		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT COMMERCIAL (1000)	0	0		14710	SF	\$0.00	\$661,950.00

Miscellaneous Improvements

There is no improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
4028 / 1691	4/27/2011	Warranty Deed	Multi-Parcel	Vacant	\$2,110,000.00

[Click here to search for mortgages, liens, and other legal documents.](#)

Values and Estimated Ad Valorem Taxes

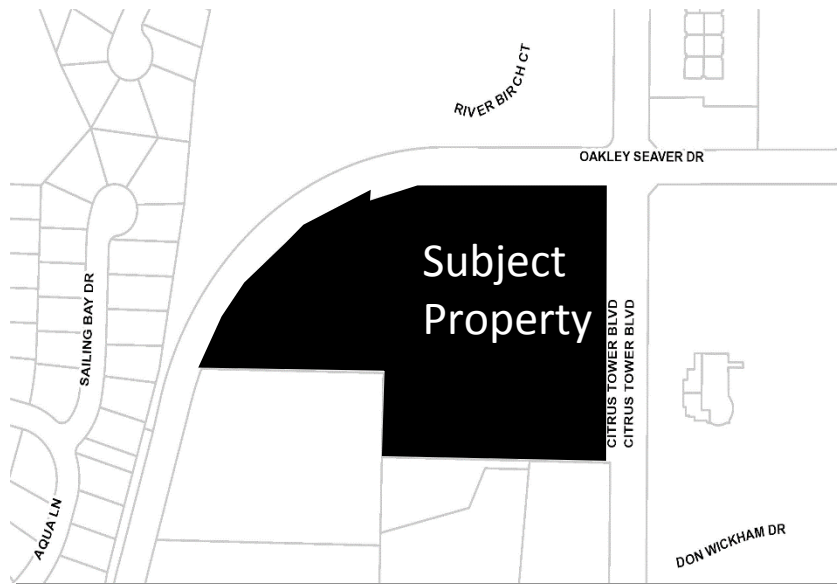
Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$661,950	\$606,787	\$606,787	5.30510	\$3,219.07
LAKE COUNTY MSTU AMBULANCE	\$661,950	\$606,787	\$606,787	0.46290	\$280.88
SCHOOL BOARD STATE	\$661,950	\$661,950	\$661,950	5.69700	\$3,771.13
SCHOOL BOARD LOCAL	\$661,950	\$661,950	\$661,950	1.50000	\$992.93
CITY OF CLERMONT	\$661,950	\$606,787	\$606,787	4.20610	\$2,552.21

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2016-38

The City of Clermont will hold public hearings Tuesday, November 1, 2016 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, December 13, 2016 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Office to Residential/Office.

The City of Clermont will hold a public hearing on Tuesday, January 24, 2017 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

South Lake Medical Arts Center
Southwest corner of Oakley Seaver Drive and Citrus Tower Blvd
12 +/- acres

Ordinance #: 2016-38

~~An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting the large-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the large-scale comprehensive plan amendment; setting forth the purpose and intent of the large-scale comprehensive plan amendment; providing for the adoption of the large-scale comprehensive plan amendment; establishing the legal status of the large-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.~~

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
October 21, 2016 and January 10, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Ordinance No. 2016-40 <i>Final Table to February 28, 2017 Density Amendment</i>		
Requested Action		
Recommend tabling of Ordinance 2016-40.		
Staff Report		
The adoption hearing for Ordinance 2016-40 which would increase residential densities allowed in the Downtown Mixed Use future land use category is requested by staff to be postponed to Jan. 24, 2017. The public hearing to consider the transmittal of the proposed comprehensive plan was postponed from Oct. 25, 2016 to Dec. 13, 2016. The City Council first must consider the transmittal of the proposed amendment before it is sent to the Florida Department of Economic Opportunity and reviewing agencies for comments. Because the transmittal hearing was postponed, the adoption hearing originally advertised for Dec. 13, 2016 will also require postponement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Density Ord. 2016-40.doc	
2. Exhibit A	Exhibit A - Future Land Use Element 2016 Density change.docx	
3. Downtown MU FLU Map	Downtown MU FLUM.pdf	
4. Legal ad	Density Legal ad.doc	

CITY OF CLERMONT
ORDINANCE No. 2016-40

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF CLERMONT, FLORIDA, PURSUANT TO THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING ACT, CHAPTER 163, PART II, FLORIDA STATUTES BY ADOPTING TEXT CHANGES TO THE FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO AMEND THE MAXIMUM DENSITY FOR THE DOWNTOWN MIXED USE FUTURE LAND USE CATEGORY; SETTING FORTH THE AUTHORITY FOR ADOPTION OF THE COMPREHENSIVE PLAN AMENDMENTS; SETTING FORTH THE PURPOSE AND INTENT OF THE COMPREHENSIVE PLAN AMENDMENTS; ESTABLISHING THE LEGAL STATUS OF THE COMPREHENSIVE PLAN AMENDMENTS; PROVIDING FOR SEVERABILITY, CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on August 13, 1991, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

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

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing October 4, 2016 and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings October 25, 2016 and December 13, 2016 on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

NOW, THEREFORE, BE IT ORDAINED and enacted by the City Council of the City of Clermont, Florida that:

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Element is hereby amended as shown in Exhibit A.

Section 2.

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

CITY OF CLERMONT
ORDINANCE No. 2016-40

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2016-40

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 13th day of December, 2016.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER I
FUTURE LAND USE ELEMENT

Adopted June 23, 2009
Amended December 13, 2016

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CHAPTER I
FUTURE LAND USE

GOAL 1: Ensure that the character, magnitude and location of all land uses provide a system for orderly growth and development that achieves a balanced natural, physical and economic environment and enhances the quality of life of all residents.

Objective 1.1: **Discourage Urban Sprawl.** The City shall discourage and/or reduce urban sprawl through a future land use pattern that promotes orderly, compact development and the provision of public facilities and services that minimize costs and environmental impacts and maximize efficiency.

Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.

Policy 1.1.2: The City shall prioritize its capital improvements funding by assigning first priority to the renewal, reuse and/or rehabilitation of existing facilities or to the replacement of existing obsolete or worn out facilities.

Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Objective 1.2: **Future Land Use Map Series.** The City shall ensure that future development and redevelopment activities are located in appropriate areas of the City by adopting a Future Land Use Map Series included as **Appendix A** of this element that contains the Future Land Use Map (FLUM), Future Transportation Map and Natural Resources Map, which together form the basis for consideration of future land use plan amendments. The Future Land Use Map Series, along with the City's land development regulations, shall reduce or eliminate existing land uses that are inconsistent with the community's character.

Policy 1.2.1: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.

Policy 1.2.2: The land development regulations shall include provisions to reduce or eliminate land uses that are inconsistent with the City's character and future land use, including those uses that are inconsistent with hazard mitigation recommendations in the Lake County emergency management plan.

Policy 1.2.3: The City shall discourage the continuation of nonconforming uses to the extent established in the land development regulations. Redevelopment of the property will be allowed only if it is consistent with the FLUM and the zoning district.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for the following land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development:

Future Land Use Categories	Maximum Density/Intensity (per gross acre)
Conservation	Not Developable
Parks	N/A
Public Facilities/Institutional	0.25 FAR
Residential	
Low-Density	3 units per acre
Medium-Density	8 units per acre
High-Density	12 units per acre
Office	1.0 FAR
Mixed-Use	
Residential/Office	12 units per acre/0.25 FAR
Master Planned Development	12 units per acre/0.25 FAR
Downtown Mixed-Use	12 units per acre 40 units per acre/3.0 FAR
Commercial	12 units per acre/0.25 FAR
Industrial	1.0 FAR

Objective 1.3: Conservation Land Use Category. The conservation category is established for the long-term protection and preservation of publicly or privately owned lands that contain valuable and threatened natural resources, such as wetlands, floodplains and unique ecological communities.

Policy 1.3.1: Only passive open space and passive recreational activities shall be allowed in the conservation category, limited to resource-enhancing facilities such as multi-purpose trails, bike paths and natural land restoration projects. Interactive areas/facilities may be allowed as long as they are provided and managed consistent with goals, objectives and policies of this element as well as the goals, objectives, policies, standards and criteria set forth in the Conservation Element.

Policy 1.3.2: Lands designated as conservation on the FLUM may be counted toward meeting the adopted level of service standards for recreation and open space for the City.

Policy 1.3.3: If it is impractical to designate the area containing conservation resources as conservation land use due to size, location or other factors, the City shall have the option of obtaining a conservation easement from the property owners to protect the area. Areas covered by a conservation easement shall be treated the same as areas designated as conservation land use on the FLUM.

Policy 1.3.4: No development is permitted within the conservation category, except where state and/or federal agencies having jurisdiction already allow development rights. The applicant shall bear the burden of proof in determining that development shall not adversely impact conservation resources. Site alteration, where allowed, shall be limited to 10 percent of the entire site.

Objective 1.4: Parks Land Use Category. The parks category is established to provide sufficient space for public and private parks that are open to the public for active and passive recreation use.

Policy 1.4.1: The parks land use category is intended to accommodate existing public parks and recreation areas as well as committed public and semi-public open spaces. The maximum intensity of buildings on site shall be 0.25 Floor-Area-Ratio (FAR).

Policy 1.4.2: Not all parks and recreational facilities are required to be shown as parks on the FLUM. Park and recreation uses shall be allowed in other categories as support uses.

Objective 1.5: Public Facilities/Institutional Land Use Category. The public facilities/institutional category is established for publicly-owned institutional parcels and privately-owned, non-profit institutional parcels meeting threshold sizes established herein.

Policy 1.5.1: The public/institutional land use designation is intended to accommodate public and semi-public services including government administration buildings; public schools and not-for-profit educational institutions; hospital facilities and supportive health care units; arts, cultural or civic facilities; essential public services and facilities; cemeteries; fire and emergency operation facilities; utilities; public and semi-public open spaces and other similar activities. The maximum intensity of institutional activity shall be 0.25 FAR.

Policy 1.5.2: Churches and religious institutions on parcels greater than two acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.3: Public and private schools on parcels greater than five acres shall be designated as public facilities/institutional future land use category on the FLUM, except those within the master planned development and the downtown mixed-use land use categories.

Policy 1.5.4: The City shall monitor the need for increased land area for public/institutional uses and shall ensure that this land use designation on the FLUM is expanded to accommodate the development of public and semi-public facilities such as government administration buildings; fire, police and rescue services; educational institutions and similar public uses.

Objective 1.6: Residential Land Use Categories. The residential categories are established to provide for the preservation of existing, predominantly residential neighborhoods. These categories allow a range of housing types of low, medium and high residential densities at a maximum density of up to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations. Based on current land use trends, the City estimates that the mix of uses in the residential categories will be about 85 percent residential and 15 percent public facilities/institutional and recreation uses.

Policy 1.6.1: Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.

Policy 1.6.2: Medium-Density Residential. Areas delineated on the FLUM for medium-density residential development shall accommodate a maximum density of up to eight units per acre. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments.

Policy 1.6.3: High-Density Residential. Areas delineated on the FLUM for high-density residential development shall accommodate a maximum density of 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning. Permitted housing types include single-family detached homes, including zero-lot-line and cluster developments, duplexes, townhomes, condominiums and apartments. Nursing homes, assisted living facilities and independent living facilities shall be permitted in the high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.6.4: Performance standards for residential uses shall include, but are not limited to, the following:

- The land development regulations shall include performance standards for high-density and multi-family residential uses that control the location of proposed buildings in relation to the overall dimension of the site, provide sufficient on-site/structured parking where applicable, and provide open space and recreation amenities.
- The land development regulations shall contain requirements for significant open space, landscaping and buffers to effectively screen multi-family developments from low-density residential zoning districts.
- Multi-family residential developments of more than 50 units shall provide recreational facilities to meet the needs of the population of the development.
- Grid street networks are highly encouraged to serve residential developments and provide connectivity throughout the City. Cul-de-sacs and gated developments are discouraged.
- Themes are encouraged for residential developments to include cohesive streetscape design, signage, landscape architecture and streetscape furniture to create an identity for the neighborhoods in the City.

Objective 1.7: Mixed-Use Land Use Categories. The mixed-use categories are established to accommodate a mixture of residential, office and commercial uses as single uses on separate parcels or as a mix of uses within a single development. The maximum density for residential uses shall be 12 units per acre, **except in the Downtown Mixed-Use Category, that may permit up to 40 units per acre. however, densities higher than eight units per acre in the Residential/Office Category shall require a conditional use permit. or a Planned Unit Development (PUD) zoning.** Other uses allowed include supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.7.1: Residential/Office. The residential/office category is intended to provide for a mixture of predominantly residential uses, while allowing for professional offices that are consistent with the general character of the adjacent residential uses. Based on current land use trends, the City estimates that the mix of uses in the residential/office category will be 65 percent residential and 35 percent non-residential. The maximum intensity for office development shall be 0.25 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.2: Planned Development. The master planned development category is intended to provide for two existing approved developments of regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.3: Downtown Mixed-Use. The downtown mixed-use category is intended to provide for a mixture of residential and business uses, as well as cultural and tourist facilities, recognized as characteristic of the City's established downtown central business district. Based on current land use trends, the City estimates that the mix of uses will be 70 percent office and commercial uses and 30 percent residential, public facilities/institutional and recreation uses. The maximum intensity for office, commercial and institutional uses shall be 3.0 FAR. The FAR shall not be applied to the residential portion of a mixed-use development.

Policy 1.7.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Policy 1.7.5: Performance standards for mixed-use developments shall include, but are not limited to, the following:

- Mixed-use developments are encouraged to incorporate town or village centers that are sized to serve the needs of residents in the development within a quarter-mile of the center.
- Unified architectural and streetscape themes are encouraged for all mixed-use developments.
- A mixed-use development may include a mixture of land uses on the same site and/or in the same building.
- For a mixed-use building, only retail sales and services and restaurants are permitted on the ground floor.

Objective 1.8: Office Land Use Category. The office category is established to provide for office uses in areas that transition to residential neighborhoods. Uses allowed in addition to offices are supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.8.1: Residential uses are not allowed in the office category.

Policy 1.8.2: Nursing homes, assisted living facilities and independent living facilities shall be permitted in all mixed-use land use categories as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.9: Commercial Land Use Category. The commercial category is established to assure availability of sufficient office and commercial sites to serve the needs of the existing and projected population. In addition to office and commercial uses, residential uses are allowed, preferably as mixed-use, high-density developments, as well as supportive accessory uses, churches and schools as conditional uses, minor public utilities (i.e., telephone switching stations, lift stations, drainage infrastructure, and similar facilities), parks and open space, municipal facilities and other civic and cultural uses subject to standards and performance criteria set forth in this plan and in the land development regulations.

Policy 1.9.1: The commercial land use category shall accommodate activities such as general retail sales and services, professional and business offices, personal services and limited residential use. Based on current land use trends, the City estimates that the mix of uses will be 90 percent office and commercial uses and 10 percent residential, public facilities/institutional and recreation uses.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. Residential development shall be limited to 12 units per acre; however, densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

Policy 1.9.3: Hotels and hospitals shall be allowed as a conditional use within the commercial land use category and shall be limited to a maximum intensity of 3.0 FAR.

Policy 1.9.4: Nursing homes, assisted living facilities and independent living facilities shall be permitted in the commercial land use category as a PUD consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Objective 1.10: Industrial Land Use Category. The industrial category is established to provide sufficient land for existing and anticipated future industrial needs and requisite support services.

Policy 1.10.1: Residential uses are not allowed in the industrial category.

Policy 1.10.2: Uses allowed in the industrial category include manufacturing, assembling and distribution activities; warehousing and storage activities; general commercial activities; and other similar land uses which shall be regulated through appropriate land development regulations. Heavy metal fabrication, batch plants, salvage yards, chemical or petroleum manufacturing or

refining, rubber or plastics manufacturing or other uses generating potentially harmful environmental or nuisance impacts shall be prohibited.

Policy 1.10.3: The maximum intensity of industrial development shall be limited to 1.0 FAR.

Objective 1.11: Smart Growth Principles. New development in the City shall comply with “Smart Growth” principles that minimize the emission of greenhouse gases and reduce vehicle miles of travel as opposed to conventional development standards that encourage urban sprawl. The following policies shall be incorporated into the City’s land development regulations prior to the next required Evaluation and Appraisal Report.

Policy 1.11.1: Development in the Downtown Mixed-Use land use category, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide pedestrian-friendly street design (buildings close to street; porches, windows and doors; tree-lined streets; hidden parking lots; garages in rear; narrow, slow-speed streets).

Policy 1.11.2: New development, as well as infill development where feasible, shall provide interconnected street grid networks to disperse traffic and encourage walkability. Developments may include a hierarchy of narrow streets, boulevards and alleys; high-quality pedestrian networks; designs that encourage a greater use of bicycles, rollerblades, scooters and walking as daily transportation; connectivity to public transit; and a land use mix that demonstrates reduced external trips by encouraging internal trips.

Policy 1.11.3: New Development in the Downtown Mixed-Use, and where appropriate in the Residential/Office and Master Planned Development categories, shall provide a mix of shops, offices, apartments and homes on site and provide mixed-use within neighborhoods, within blocks and within buildings.

Policy 1.11.4: Developments that require site plan review and approval shall be evaluated on the use of site and building design that emphasizes beauty, aesthetics, human comfort, creating a sense of place, special placement of civic uses and sites and human-scale architecture and amenities, especially at street level.

Objective 1.12: Public Facilities and Services. Development, redevelopment, land use plan amendments and changes to the zoning of a site shall be coordinated with the availability of adequate services and facilities, including assurance that land is available for the needed utility facilities and services.

Policy 1.12.1: The Lake-Sumter Metropolitan Planning Organization’s transportation concurrency management system (TCMS) and Traffic Impact Study Methodology Guidelines, Volume I: Lake County Checkbook TCMS dated May 28, 2008, and as amended, shall serve as the City’s transportation concurrency management system.

Policy 1.12.2: All development orders or permits, including any redevelopment activities, shall be issued only if there are public facilities and services available with sufficient capacities to maintain the level of service standards concurrent with the impacts of the proposed development. Prior to the issuance of a building permit, the City shall verify with its utility department that adequate water supplies will be available to serve new development no later than the anticipated date of issuance of the certificate of occupancy.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

Policy 1.12.4: The City shall encourage the development of undeveloped pockets and enclaves within developed areas to utilize existing facilities efficiently.

Policy 1.12.5: The City shall ensure the availability of suitable land for public services and facilities necessary to support proposed development and shall approve sites for such facilities and services concurrent with the approvals for the development requiring the services and facilities.

Policy 1.12.6: The City shall require new development to provide necessary services and facilities or to pay a fair share of the cost of those services and facilities through impact fees, special assessments, exactions, conveyance of land or easements or pro-rata agreements.

Policy 1.12.7: The City shall continue to require dedication of adequate rights-of-way for use as roadways, stormwater management and by utility companies for new construction, service extensions or facility improvements.

Policy 1.12.8: Private or public electric utilities needed to support the future land use categories may be permitted as conditional uses in all land use designations except for residential, conservation or parks categories.

Policy 1.12.9: Small-scale, site-specific, or off-grid electrical generation systems serving single users or small clusters of users and which use alternative energy sources shall be allowed in all land use categories without exception. Such alternative systems shall be allowed to connect to an available electrical energy distribution system to sell excess power to an electric utility provider. All substations adjacent to residential neighborhoods or visible from a public roadway shall be required to provide landscaping and buffering to minimize visual and noise impacts.

Objective 1.13: Natural Resources. Natural resources shall be protected through identification, classification, coordination with resource planning and management plans prepared pursuant to Chapter 380, F.S., and limitations on use consistent with the degree of protection required.

Policy 1.13.1: The protection of natural resources shall be accomplished by one or more of the following techniques, based on the degree of protection required:

- Limitations on development density and intensity;
- Limitations on building placement, such as required clustering of allowable development on non-sensitive portions of a site;
- Limitations on building coverage or impervious surface coverage;
- Requirements for setbacks and landscaped buffers sufficient to mitigate or eliminate impacts; and
- Evaluation of proposed plan amendments to ensure that they do not contribute to urban sprawl and fail to protect natural resources.

Policy 1.13.2: The City's determination of the degree of natural resource protection required shall be part of the development application and review process and may result in conditions on development approvals.

Policy 1.13.3: The land development regulations shall provide for the protection of potable water wellfields by designating appropriate activities and land uses allowed within wellhead protection areas and environmentally sensitive land to protect these areas from adverse impacts of development.

Policy 1.13.4: The City shall include standards and procedures in its land development regulations that consider topography and soil types in the review of proposed development projects.

Policy 1.13.5: The development approval process shall ensure that new development and redevelopment is consistent with natural drainage patterns. The approval process shall require appropriate stormwater management systems consistent with the adopted drainage level of service, natural drainage patterns and soil conditions.

Policy 1.13.6: Flood plains and floodways in the City shall be identified and development shall be limited, consistent with FEMA requirements.

Policy 1.13.7: The City of Clermont is not located within the Green Swamp Area of Critical State Concern; however, a portion of this resource is located within the Lake County/Clermont JPA. The City shall utilize both formal and informal modes of coordination with the Florida Department of Community Affairs, St. Johns River Water Management District, Florida Department of Environmental Protection, Lake County and other appropriate state and local agencies that have jurisdictional authority or responsibility for regulation and management of the Green Swamp Area of Critical State Concern.

Policy 1.13.8: The City shall ensure the preservation of natural communities and listed animal species habitat through land acquisition of natural areas and open space.

Objective 1.14: Historic Resources. Important historic and archaeological resources of the City of Clermont shall be protected through identification, classification and regulation of development consistent with the degree of protection required for the resource.

Policy 1.14.1: The City, through its adopted historic preservation ordinance, will protect significant historic, cultural and archaeological resources.

Policy 1.14.2: The City shall identify and inventory sites of historical significance.

Policy 1.14.3: The City's land development regulations shall provide for the protection of significant historic resources from the impacts of development and redevelopment.

Policy 1.14.4: Historic resources and their environments shall be considered for inclusion in public acquisition programs for appropriate passive recreation and for open space and conservation.

Policy 1.14.5: If City construction activities reveal a suspected historical or pre-historic archaeological site, the City shall determine the extent and nature of the site and report such

findings to the state by a master site file application. The City shall mitigate any impacts to the site if the site is determined to be relatively intensive in cultural remains, or significant to the archaeological or historical record. Such determination of site extent, nature and significance shall be made by a professional archaeologist as recognized by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation.

Policy 1.14.6: The City shall negotiate with landowners prior to the development review process, to avoid disturbance of known historical and pre-historic sites.

Policy 1.14.7: The City shall support private, nonprofit groups that endeavor to preserve historic resources and request the assistance of the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation, in identifying sources of funding and programs as a means to identify, designate, protect and preserve pre-historic sites and historic resources in Clermont.

Objective 1.15: Redevelopment and Renewal of Blighted Areas. The City shall encourage redevelopment of areas that are exhibiting evidence of decline (i.e., disproportionate number of vacant, dilapidated and/or substandard structures) through redevelopment programs and through maintaining land development regulations that contain standards and procedures to encourage redevelopment where desirable.

Policy 1.15.1: The City shall continue to implement the recommendations for the Clermont community redevelopment area.

Policy 1.15.2: The City shall implement Housing Element directives for renewal and revitalization of substandard housing target areas within time-frames identified in the element.

Policy 1.15.3: The City shall utilize available government programs such as, but not limited to, the community development block grant program, for renewal and revitalization of substandard housing sites as identified in the Housing Element.

Objective 1.16: Plan Implementation. The City shall maintain land use and development regulations to address issues identified in this and other plan element goals, objectives and policies.

Policy 1.16.1: Proposed residential developments shall be required to meet state subdivision requirements and the City's land development regulations with regard to platting and providing improvements such as roads, drainage and other facilities and services. All divisions of land, whether requiring a subdivision plat or not, shall be required to meet concurrency management and access requirements as stated in this comprehensive plan.

Policy 1.16.2: Zoning districts in the City's land development regulations shall implement the future land use categories adopted in the comprehensive plan, including the types of uses and the densities and intensities of uses.

Policy 1.16.3: It is the intent of the City of Clermont to ensure that adequate open space is provided through the following:

- active or passive recreation sites;
- landscaped buffers;

- protected natural resource lands;
- protected environmentally sensitive lands;
- areas devoted to drainage and stormwater retention;
- landscaping requirements; and
- minimum open space requirements for master-planned developments.

Policy 1.16.4: The City shall maintain and enhance the safety and efficiency of the arterial and collector road system and minimize transportation conflicts associated with development by coordinating the FDOT driveway permitting process, limiting development access to the transportation system and increasing interconnection between adjacent developments.

Policy 1.16.5: All development shall provide for safe, convenient, and appropriately designed traffic circulation on the site, including provisions for needed parking.

Policy 1.16.6: The City shall maintain in the land development regulations procedures and standards for planned developments to encourage mixed-use projects, to encourage traditional neighborhood development, and to encourage and allow innovative site design and development approaches.

Policy 1.16.7: The land development regulations shall determine where buffers shall be required between adjacent land uses. Buffers may be either prescriptive standards or variable and shall be defined in the land development regulations. Buffers may serve one or more of the following purposes: provide functional separations between dissimilar uses; provide landscaping adjacent to parking lots and other vehicle use areas; and provide protection from uses that may have some degree of incompatibility that can be mitigated wholly or partially to protect against light, glare, noise or appearance.

Policy 1.16.8: Public schools are an allowable use in all land use categories except conservation, parks and industrial. Public technical/training schools may be located in the industrial category. The location of schools shall be proximate to existing and planned urban residential areas to the extent possible and shall be located based on siting criteria that includes but is not limited to school size, land area, land use compatibility, environmental impacts, availability of public utilities, transportation impacts and public safety. The following criteria shall apply:

- Public elementary schools shall be sited primarily in residential areas that include housing types and densities to meet the school's enrollment capacity with students who are predominately within walking distance of the school.
- Public middle and high schools may be sited in areas with a mix of land uses, including commercial.
- Access to public school sites should be from a collector road for middle and high schools or a collector or local road for elementary schools. Ingress and egress should not create detrimental impacts on roads adjacent to the site. Approaches to the site should be safe for pedestrians, bicycles, cars and buses.
- Public utilities shall be available to the site.

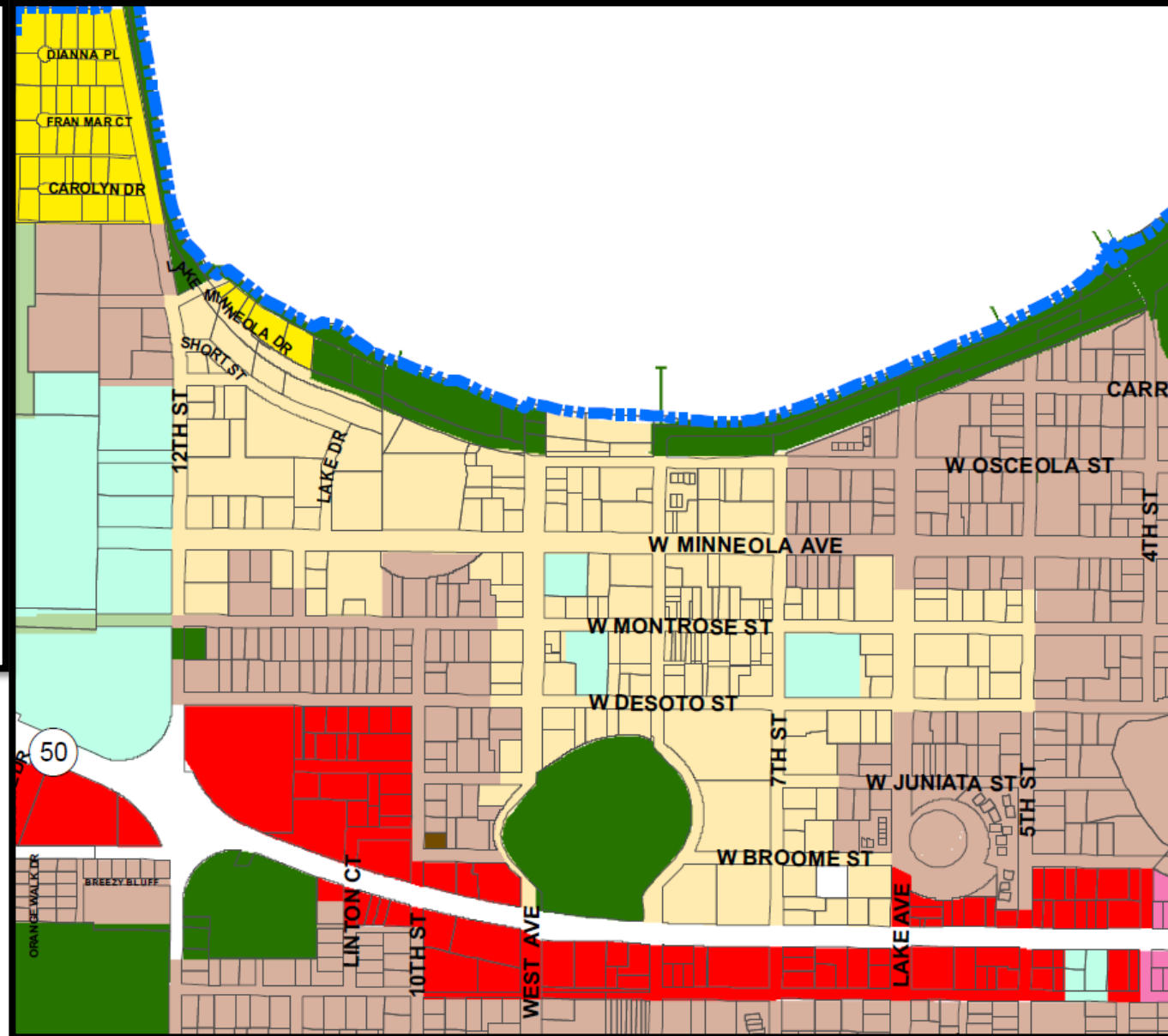
Policy 1.16.9: The City shall encourage the co-location of public facilities, such as parks, libraries and community centers, with schools to the maximum extent feasible.

Policy 1.16.10: Development regulations shall require street, pedestrian and transit layouts that discourage non-residential through-traffic in residential neighborhoods, but that encourage energy and time-efficient access points and interconnections between residential areas.

Future Land Use Map - Downtown Mixed Use Category – Density Text Change

Legend

-  City Limits
-  Low Density Residential
-  Medium Density Residential
-  High Density Residential
-  Residential/Office
-  Office
-  Downtown MU
-  Commercial
-  Conservation
-  Industrial
-  Master Planned Development
-  Parks
-  Public Fac/Institutional



CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT

TO COMPREHENSIVE PLAN

ORDINANCE NO. 2016-40

The City of Clermont will hold public hearings on Tuesday, October 4, 2016 at 6:30 pm before the Planning and Zoning Commission and on Tuesday, October 25, 2016 at 6:30 pm before the City Council (transmittal hearings), and on Tuesday, December 13, 2016 at 6:30 pm before the City Council (final adoption hearing) to consider proposed changes to the Future Land Use Element of the City's adopted comprehensive plan.

Ordinance #2016-40:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan for the City of Clermont, Florida, pursuant to the local government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting a text amendment to the Future Land Use Element of the Comprehensive Plan to amend the maximum density for the Downtown Mixed Use future land use category; setting forth the authority for adoption of the Comprehensive Plan Amendment; setting forth the purpose and intent of the Comprehensive Plan Amendment; establishing the legal status of the Comprehensive Plan Amendment; providing for severability, conflict and an effective date.

The public hearings will be in the Council chambers of City Hall, 685 W. Montrose St., and are open to public comment. Please call (352) 241-7309 if you have any questions.

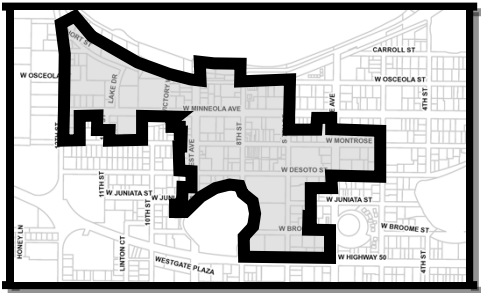
The proposed amendment may be inspected at the City's Development Services Department (first floor, City Hall) between 8 am and 5 pm. Monday-Friday.

Please be advised that under state law, any person deciding to appeal a decision made at the public hearing will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7330, at least 48 hours prior to the public hearing.

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
September 23 and November 29, 2016

Map of area:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Ordinance No. 2017-01 <i>Introduction Commercial Solid Waste</i>		
Requested Action		
Recommend introduction of ordinance.		
Staff Report		
This Ordinance will grant a non-exclusive Commercial Garbage Collection Franchise to Al Roznowski Services, LLC. for commercial collection. Al Roznowski Services, LLC. will be required to pay the established franchise fees for commercial garbage collection. Exhibit A is attached to the Ordinance, which is the proposed non-exclusive commercial roll-off solid waste container collection and disposal agreement between the City of Clermont and Al Roznowski Services, LLC.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2017-01 Roznowski Garbage Franchise.doc
2.	Insurance	insurance certificate.pdf
3.	ad	2017-01 Roznowskigarbage.doc

CITY OF CLERMONT
ORDINANCE No. 2017-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO AL ROZNOWSKI SERVICES, LLC., PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

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

SECTION 1.

The City, acting by and through its City Council, hereby grants unto Al Roznowski Services, LLC., its successors and assigns, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

SECTION 2.

The rights granted herein shall specifically not include:

1. the collection and disposal of all residential refuse;
2. the collection and disposal of all commercial refuse generated by establishments which:
 - (a) utilize 12 or less refuse cans per pick up, each with a capacity not exceeding 30 gallons and/or
 - (b) require service two or less times per week.

SECTION 3.

The City hereby grants a non-exclusive franchise to Al Roznowski Services, LLC. and Al Roznowski Services, LLC. will agree to collect and dispose of commercial refuse other than that described in Section 2 of this Ordinance under the conditions set forth in this Ordinance and in the Franchise Agreement attached hereto and incorporated herein as Exhibit "A".

CITY OF CLERMONT
ORDINANCE No. 2017-01

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SECTION 4.

Al Roznowski Services, LLC. shall be an independent contractor and shall enter into a contract with City that provides, among other things, that Al Roznowski Services, LLC. shall covenant to hold harmless and indemnify and indemnify the City for any and all damages, including attorney fees, arising out of directly or indirectly and/or by virtue of any claim, whether actual or threatened, of whatsoever nature resulting from the activities of Al Roznowski Services, LLC., its agents, servants or employees, within or without the city limits. Al Roznowski Services, LLC. will, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Al Roznowski Services, LLC., its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence.

SECTION 5.

Al Roznowski Services, LLC. shall post with the City a surety bond or letter of credit in the amount of \$100,000 guaranteeing the faithful performance by it of all of its obligations and covenants under said Contract.

SECTION 6.

This Franchise and the Contract between the City and Al Roznowski Services, LLC. shall be in full force and effect until February 14, 2018, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice.

SECTION 7.

Al Roznowski Services, LLC. shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont.

SECTION 8.

This Ordinance and the Franchise granted thereby are applicable to all lands lying within the corporate limits of the City and shall be applicable with equal force to any additional lands hereinafter included within the corporate limits of the City, and no such addition of lands or to be excluded from the corporate limits as the same presently exist, shall invalidate this Ordinance or the Franchise granted hereunder, or constitute a basis for any adjustment to or claim under any contract which may be executed under the authority of

CITY OF CLERMONT
ORDINANCE No. 2017-01

this Ordinance.

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SECTION 9.

All ordinances or parts of ordinances which are in conflict with this Ordinance are hereby repealed and same shall be of no further force and effect.

SECTION 10.

This Ordinance shall be published as provided by law, and it shall become law and take effect upon its second reading and Final passage.

CITY OF CLERMONT
ORDINANCE No. 2017-01

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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 14th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality

Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
ORDINANCE No. 2017-01

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EXHIBIT “A”

CITY OF CLERMONT
NON-EXCLUSIVE COMMERCIAL ROLL-OFF SOLID WASTE CONTAINER
COLLECTION AND DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 14th day of February, 2017, by and between the City of Clermont, Florida (“City”), and Al Roznowski Services, LLC., whose address is 718 Balmoral Circle, Leesburg, FL, 34748 (“Grantee”).

RECITALS:

WHEREAS, City; as a municipal corporation of the State of Florida, has the authority and right to regulate the use of public right-of-way and related facilities in conjunction with the commercial activity of the collection and disposal of commercial waste; and

WHEREAS, Grantee has requested the City grant to it a non-exclusive franchise right to operate within the incorporated municipal limits of the City of Clermont; and

NOW THEREFORE the parties do hereby agree as follows:

SECTION 1 Definitions. Definitions of terms used in this Ordinance:

(A) “Refuse” includes all garbage and other trash generated by citizens of the City and businesses within the City.

(B) “Residential Refuse” is that refuse generated by residents of the City.

(C) “Commercial Refuse” is that refuse generated by commercial and industrial establishments presently operating in the City and any such establishment which may begin operative during the term of the Contract contemplated herein. Multi-family residential may be considered commercial use.

SECTION 2 Grant of Franchise.

Pursuant to City of Clermont Ordinance No. 2017-01, the City hereby grants to Grantee, and the Grantee hereby accepts, a non-exclusive right and privilege to operate a refuse collection system in, upon, over and across the present and future streets, alleys, bridges, easements and other public places of the City, for the purpose of collecting commercial refuse, subject to certain limitations hereinafter set forth.

CITY OF CLERMONT
ORDINANCE No. 2017-01

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SECTION 3 Incorporation of the Ordinance.

The Franchise granted hereunder is issued pursuant to and subject to the provisions of the Ordinance No. 2017-01 as passed on February 14, 2017, hereinafter “the Ordinance”. Grantee agrees to comply with all provisions of the Ordinance, as amended from time to time by the City in the lawfulexercise of its Police Powers.

SECTION 4 Compliance with other Federal, State, and Local requirements.

The Grantee agrees to comply with all applicable federal and state laws, rules and regulations. Failure on the part of the Grantee to comply with material requirements of this Agreement, the Ordinance or/and any other local, state or federal law, ordinance, or rule or regulation relating to the collection and disposal of solid waste will result in the cancellation of this Franchise.

SECTION 5 Insurance, Indemnification, HoldHarmless and Duty to Defend.

(a) Grantee shall, within five (5) days from the adoption of this Ordinance, cause to be written a policy of general liability insurance, insuring it and the City against all claims made by any person or persons for personal injuries or property damage incurred in connection with the performance by Grantee, its servants, agents, and employees, of the services required under this Ordinance and the Franchise hereby granted, which said policy shall be written within limits of \$1,000,000 per person and \$3,000,000 per occurrence, and for not less than \$100,000 for damages to property per occurrence. In the event that said policy is ever canceled or terminated, Grantee shall notify City immediately with the name and proof of the replacement insurance carrier and policy.

(b) Grantee does hereby agree to indemnify, hold harmless and defend City from any and all causes of actions or claims of any kind for damages of any kind, including attorney fees, whether actual or threatened, and related in any matter, directly or indirectly to the Grantee’s exercise of any rights granted hereunder, either within or without the City limits.

(c) Nothing herein shall be construed or act as a waiver of any sovereign immunity the City may enjoy in accordance with applicable law, the protection of which the City expressly reserves.

CITY OF CLERMONT
ORDINANCE No. 2017-01

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SECTION 6 Limitation of Grant of Franchise.

The non-exclusive franchise right granted herein is limited by the Ordinance and shall specifically not include the following to the following:

- (a) the collection and disposal of all residential refuse;
- (b) the collection and disposal of all commercial refuse generated by establishments which:
 - (1) utilize twelve (12) or less refuse cans per pick up each, with a capacity not exceeding thirty (30) gallons and/or
 - (2) require service two or less times per week

SECTION 7 Service Requirements.

Any and all services to be provided hereunder by Grantee shall be performed in accordance with applicable professional standards, this Agreement, the Ordinance, and all Local, State and Federal Laws. In addition thereto, Grantee shall act as follows:

(a) All commercial waste to be picked up by Grantee will be stored in standard manufactured, mechanically serviced containers approved by the City. Grantee will supply such containers as needed by customers. Location of containers is subject to City approval.

(b) Size of containers and frequency of service will be agreed upon by Grantee and each customer. Minimum container size shall be two cubic feet. Containers will be disinfected a minimum of once per week to remove all noxious and/or obnoxious odors.

(c) The rates for each individual customer are to be negotiated between Grantee and each customer it serves. The City and each customer shall be notified of any proposed rate change at least sixty (60) days prior to the effective date of the rate change.

(d) Grantee, its agents, servants or employees shall collect refuse collected hereunder in enclosed, standard, packer-type vehicles approved by the City, and shall perform their obligations hereunder in a courteous, workmanlike

CITY OF CLERMONT
ORDINANCE No. 2017-01

manner so as not to create a nuisance for any of the residents of the City. All such commercial refuse collected hereunder shall be disposed in a lawful manner.

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(e) Grantee shall have the sole responsibility for the billing and collection of charges provided hereunder. Billings shall be monthly and payable on or before the 15th day of the succeeding month. In the event bills are not paid within this time, Grantee shall have the right to discontinue service for non-payment. Nothing herein shall be construed or act as an acknowledgement or guarantee by City of any fees or billings owed to Grantee.

(f) Collection shall be made during hours as set forth in a schedule approved by the City. All collection will be made as quietly as possible.

SECTION 8 Payment of Franchise Fee.

Grantee shall pay monthly to the City a franchise fee established by separate resolution of the City of Clermont. Grantee shall provide an annual audit report to the City showing gross annual billings and receipts, if requested by the City. Fees to be assessed commencing with the first billing of any customer. In the event services have been provided prior to this agreement, all past due fees calculated from the first billing shall be paid within thirty (30) days of this Agreement.

SECTION 9 Posting of Performance Bond.

Within thirty (30) days of the execution of this Agreement, Grantee shall provide to the City, and at all times thereafter shall maintain in full force and effect for the term of this Franchise or any renewal thereof, at Grantee's sole expense, a performance bond or letter of credit with a company or financial institution and in a form approved by the City in its sole discretion, in the amount of one hundred thousand dollars (\$100,000), consistent with the requirements of the Ordinance and this Agreement.

SECTION 10 Term, Termination and Assignment.

This Franchise and this Agreement shall be in full force and effect until February 14, 2018, commencing immediately; and this Franchise and Contract shall thereafter be automatically renewed from year to year unless terminated by either party upon not less than sixty (60) days written notice sent via U.S. registered or certified mail, return receipt requested, to the other party. This Franchise and the Contract between the City and Grantee may be assignable to an affiliated company by Grantee after it has first obtained the consent of the City for such assignment. In the event of default of any of the terms of the Ordinance of this Agreement, City may terminate this agreement after providing to Grantee thirty (30)

CITY OF CLERMONT
ORDINANCE No. 2017-01

days written notice and an opportunity to cure.

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SECTION 11 Notice, Proper Form.

Any notices required or allowed to be delivered hereunder or under the Ordinance shall be in writing and be deemed to be delivered when (1) hand delivered to the official hereinafter designated or (2) upon mailing of such notice when deposited in United States Mail, postage prepaid, certified mail, return receipt requested, Federal Express or courier, addressed to a party at the address set forth opposite of the party's name below, or such other address as the party shall specify by written notice to the other party delivered in accordance herewith:

City:	City of Clermont Attention: City Clerk 685 W. Montrose Street Clermont, FL 34711
Grantee:	Al Roznowski Services, LLC. Attention: Al Roznowski 718 Balmoral Circle Leesburg, FL 34748

SECTION 12 Disclaimer of Third Party Beneficiaries.

This agreement is solely for the benefit of and shall be binding upon the parties hereto and their respective successors in interest. No right or cause of action shall accrue upon, or by reason hereof, to or for the benefit of any person not a party to this Agreement or a successor in interest.

SECTION 13 Severability.

This Agreement is declared by the parties to be severable.

SECTION 14 Applicable Law and Venue.

This Agreement shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue for any cause of action hereunder shall be exclusively in Lake County, Florida.

CITY OF CLERMONT
ORDINANCE No. 2017-01

SECTION 15 Entire Agreement; Modification.

This Agreement constitutes the entire agreement between the parties and supersedes all previous discussions, understandings and agreements. Modifications to and waivers of the provisions herein may be only by the parties hereto and only in writing.

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IN WITNESS WHEREOF, the parties hereto have hereunder executed this Agreement on the 14th day of February, 2017.

CITY OF CLERMONT, FLORIDA

By: _____
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

GRANTEE:

By: _____
Al Roznowski

CITY OF CLERMONT
ORDINANCE No. 2017-01

Title: _____

ATTEST: _____

Title: _____



ALROZ-2 OP ID: MW1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Services Unlimited P.O. Box 930 Oakland, FL 34760 Insurance Services Unlimited	CONTACT NAME: Insurance Services Unlimited	
	PHONE (A/C, No, Ext): 407-656-8515	FAX (A/C, No): 407-656-0428
	E-MAIL ADDRESS: mwaters@insuranceservicesunlimited.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Al Roznowski Services, LLC 718 Balmoral Circle Leesburg, FL 34748	INSURER A : Progressive Insurance Company	10193
	INSURER B : United Specialty Insurance Co	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			DCG02181-01	09/29/2016	09/29/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS			08174303-5	08/01/2016	08/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N ☐ N/A						PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

CITYOFC

City of Clermont
685 W Montrose St
Clermont, FL 34711

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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. 2017-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, UNDER THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, GRANTING A GARBAGE COLLECTION FRANCHISE TO AL ROZNOWSKI SERVICES, LLC., PROVIDING FOR THE TERM OF THE FRANCHISE AND FOR OTHER PURPOSES CONNECTED WITH A FRANCHISE FOR THE COLLECTION OF GARBAGE WITHIN THE CITY OF CLERMONT.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, February 14, 2017 at 6:30pm for final enactment.

The meeting 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 31, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, January 24, 2017								
Agenda Item Name								
Ordinance No. 2017-03 <i>Introduction MSTU</i>								
Requested Action								
Consider introduction of Ordinance 2017-03.								
Staff Report								
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit (MSTU) to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for one year. Staff recommends approval.								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table><tr><td>1.</td><td>Ordinance</td><td>2017-03 MSTU.docx</td></tr><tr><td>2.</td><td>Ad</td><td>2017-03 Ordinance MSTU.doc</td></tr></table>			1.	Ordinance	2017-03 MSTU.docx	2.	Ad	2017-03 Ordinance MSTU.doc
1.	Ordinance	2017-03 MSTU.docx						
2.	Ad	2017-03 Ordinance MSTU.doc						

CITY OF CLERMONT
ORDINANCE NO. 2017-03

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. 2017-03

SECTION 2.

This consent shall be for a term of one (1) year.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

CITY OF CLERMONT
ORDINANCE NO. 2017-03

PASSED AND ADOPTED BY the City Council of the City of Clermont,
Lake County, Florida on this 14th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2017-03

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 meeting to consider the Ordinance will be held before the City Council on Tuesday, February 14, 2017 at 6:30pm for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Ordinance No. 2017-06 <i>Introduction</i> <i>Right of Way Closing</i>		
Requested Action		
Recommend introduction of Ordinance No. 2017-06		
Staff Report		
The right-of-way is part of a proposed development that encompasses properties north and south of East Desoto Street at U.S. 27. The owner is preparing site plans for development, and the existing right-of-way is located in the middle of the northern portion of the proposed development. This portion of East Desoto Street will no longer serve any purpose for access to homes or to U.S. 27 and is an area of complaints and continued upkeep for the City of Clermont. There are no improvements in this area that would require an easement from the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2017-06 ROW closing.doc
2.	Map	East Desoto Street Vacation Map.pdf
3.	Application	Application.pdf
4.	Ad	2017-06 Desoto Closure ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 60 FOOT RIGHT-OF-WAY EASEMENT FOR EAST DESOTO STREET LYING WEST OF U.S. HIGHWAY 27 AND NORTH OF LOT 50A AS RECORDED IN THE PLAT OF LAKE HIGHLAND CO. 19-22-26 PLAT BOOK 2 PAGE 38 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 Council of the City of Clermont, Lake County, Florida that:

Section 1.

That any and all portions, closing and permanently abandoning the 60-foot wide right-of-way easement of East Desoto Street lying west of U.S. Highway 27 and north of Lot 50A as recorded in the plat of Lake Highland Co. 19-22-26 Plat Book 2 Page 38 Public Record 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.

East Desoto Street ROW Vacation Request



CITY OF CLERMONT
ORDINANCE No. 2017-06

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of February, 2017.

Gail L. Ash, Mayor

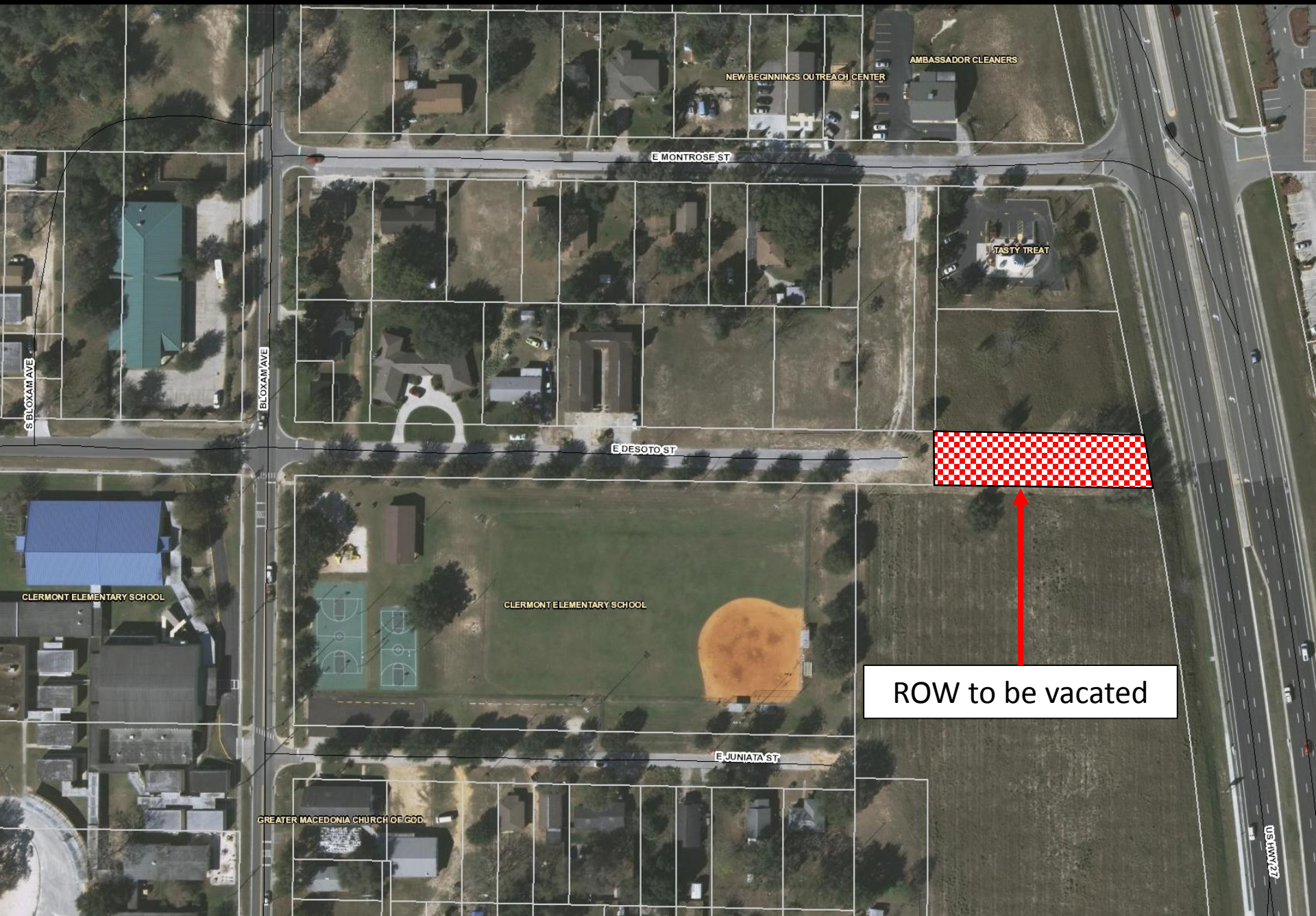
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

East Desoto Street ROW Vacation Request





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

DATE: 12/12/2016

FEE: \$25.00

PETITIONER'S NAME: Fonstock Real Estate Investments LLC

Address: 7901 Kingspointe Pkwy Suite 18

City: Orlando

State: FL

Zip: 32819

Phone:

Fax:

Legal Description of Petitioner's property abutting Street ROW/easement to be closed (Attach survey if available): AK 1062098 - LAKE HIGHLANDS 19-22-26 THAT PART OF TRACTS 50, 50A & 63, LYING W OF WLY R/W HWY 27-LESS N 270 FT OF S 300 FT OF W 82 FT OF TRACT 50 - PB 2 PG 38

If named - name of street to be closed: Unpaved portion of East Desoto Street

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To): Unpaved portion of East Desoto Street lying W of the Wly R/W HWY 27 for a distance of 235 feet measured along the north ROW line of East Desoto Street

Purpose or reason for closing: Access point is no longer available from HWY 27 due to existing points of entry/exit from HWY 27.

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. ☒ 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 Development Services Director in the Development Services Department, at least 30 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. 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.

Carlos Gustavo da Fonseca
Petitioner Name (print)

X
Petitioner Name (signature)



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the Special Council meeting to be held Tuesday, January 17, 2017 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2017-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 60 FOOT RIGHT-OF-WAY EASEMENT FOR EAST DESOTO STREET LYING WEST OF U.S. HIGHWAY 27 AND NORTH OF LOT 50A AS RECORDED IN THE PLAT OF LAKE HIGHLAND CO. 19-22-26 PLAT BOOK 2 PAGE 38 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; 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 City Clerk's Office, 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 Howe, MMC
City Clerk

Daily Commercial
January 3, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 24, 2017		
Agenda Item Name		
Ordinance No. 2017-07 <i>Introduction Council Compensation</i>		
Requested Action		
Consider introduction of Ordinance 2017-07.		
Staff Report		
This ordinance proposes an increase in compensation to the Council Members and Mayor to become effective January 1, 2019 in the amount of \$650 per month for the Mayor and \$550 per month for Council Members. Effective January 1, 2020 and annually each year thereafter the compensation or salary for the Mayor and Council Members shall be adjusted and increased by the Consumer Price Index. The last compensation increase was approved in 1990 in the amount of \$300 per month for Council Members and \$400 per month for the Mayor.		
Additional Analysis		
Fiscal Impact Summary		
Since the proposed increase is not effective until January 1, 2019, there will be no fiscal impact in the current fiscal year or Fiscal Year 2018. The annual increase in Fiscal Year 2019, including FICA will be \$12,110.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2017-07council comp.doc
2.	Ad	2017-07 Council Comp Ordinance.doc

CITY OF CLERMONT
ORDINANCE No. 2017-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 “ADMINISTRATION”, ARTICLE II “CITY COUNCIL”, SECTION 2-33, “COMPENSATION OF MAYOR AND COUNCILMEMBERS”, PROVIDING THAT EFFECTIVE JANUARY 1, 2019, COMPENSATION FOR THE MAYOR AND COUNCIL SHALL BE \$650 PER MONTH AND \$550 PER MONTH, RESPECTFULLY, AND SHALL BE AUTOMATICALLY ADJUSTED ANNUALLY THEREAFTER BY THE CONSUMER PRICE INDEX; PROVIDING FOR PUBLICATION, CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

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

Section 1.

Chapter 2 “Administration ”, Article II, “City Council”, Section 2-33, “Compensation of Mayor and Council Members” is hereby amended to read as follows (strikethrough depicts deleted language and underlined added):

Sec. 2-33, Compensation of mayor and councilmembers.

(a) The Mayor shall receive compensation or a salary of \$400.00 per month. Reasonable expenses incurred in the performance of the duties of this office shall be paid by the City. Effective January 1, 2019 the mayor shall receive compensation or a salary of \$650.00 per month.

(b) The City Council Members shall receive compensation or salary of \$300.00 per month. Reasonable expenses incurred in the performance of the duties of this office shall be paid by the City. Effective January 1, 2019 the Council Members shall receive compensation or a salary of \$550.00 per month.

(c) Effective January 1, 2020 and annually each year thereafter the compensation or salary for the Mayor and Council Members shall be adjusted and increased by the applicable Consumer Price Index for All Urban Customers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor as of January 1.

CITY OF CLERMONT
ORDINANCE No. 2017-07

Section 2. Codification.

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

Section 3. Severability.

It is declared to be the intent of the City Council that, if any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 4. Conflict.

Any portion of the Code of Ordinances, City of Clermont, Florida or any ordinance or part thereof in conflict with this Ordinance is hereby repealed to the extent of such conflict.

Section 5. Effective Date.

This Ordinance shall be published as provided by law and shall take effect after Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2017-07

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PASSED AND ORDAINED BY the City Council of the City of Clermont, Lake County, Florida on this 14th day of February, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

Attest:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2017-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION", ARTICLE II "CITY COUNCIL", SECTION 2-33, "COMPENSATION OF MAYOR AND COUNCILMEMBERS", PROVIDING THAT EFFECTIVE JANUARY 1, 2019, COMPENSATION FOR THE MAYOR AND COUNCIL SHALL BE \$650 PER MONTH AND \$550 PER MONTH, RESPECTFULLY, AND SHALL BE AUTOMATICALLY ADJUSTED ANNUALLY THEREAFTER BY THE CONSUMER PRICE INDEX; PROVIDING FOR PUBLICATION, CODIFICATION, SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, February 14, 2017 at 6:30pm for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31, 2017