



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, February 14, 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

PRESENTATIONS

Officer Kris Kruse

Quarterly Budget Update

REPORTS

PUBLIC COMMENTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes

Consider approval of the January 10, 2017 Regular Council Meeting minutes, the January 17, 2017 Special Council Meeting minutes, and the January 24, 2017 Regular Council Meeting minutes.

Item No. 2 - Auditor Selection Committee

Consider approval of Auditor Selection Committee.

Item No. 3 - Utility Service Agreement

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

Item No. 4 - South Lake Chamber of Commerce Lease Agreements and Budget Amendment.

Consider approval of agreement terminating the May 10, 2011 lease agreement with the South Lake Chamber of Commerce and approval of a new lease agreement with the South Lake Chamber of Commerce and a budget amendment to the General Fund in the amount of \$55,000.

Item No. 5 - Resolution No. 2017-06
Fire Strategic Plan

Consider approval of Fire Department Strategic Plan for years 2017 - 2022.

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Item No. 6 - Resolution No. 2017-07
Agreement and Budget Amendment

Consider a Resolution approving an Inter-local Agreement between the City and Lake County for the joint development of a canoe/kayak course at Waterfront Park and a budget amendment to the General Fund in the amount of \$60,000.

Item No. 7 - Resolution No. 2017-08
Four Party Agreement

Consider a Resolution approving an agreement between the City, Lake County, South Florida Canoe Kayak Club and The Central Florida Sports Commission for the development of a canoe/kayak course at Waterfront Park.

Item No. 8 - Department of Homeland Security
Staffing for Adequate Fire and Emergency
Response (SAFER) Grant Application

Consider approval of Fire Dept. request to submit a SAFER grant application for the funding of nine (9) additional firefighter positions.

Item No. 9 - Personnel Request and Budget
Amendment

Consider Fire Dept. request to add six (6) additional firefighter positions effective April 1, 2017 and a budget amendment to the General Fund in the amount of \$307,216.

Item No. 10 - Road Closure and Event Request

Consider request to allow The Pink Bow Foundation to host their inaugural "Spring & Flower Festival" on May 6, 2017.

Item No. 11 - Event and Open Container Request

Consider allowing the Caribbean American Association of Lake County (CAALC) to have an open container area for their "Caribbean Jerk Festival" event on June 10, 2017 at Waterfront Park

UNFINISHED BUSINESS

Item No. 12 - Ordinance No. 2016-38 *Introduction*
South Lake Medical Arts Center

Consider ordinance introduction and transmittal 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.

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Item No. 13 - Resolution No. 2016-42
South Lake Medical Arts Center

Consider a conditional use permit to amend Resolution No. 1485 to allow for multi-family use for property located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard.

Item No. 14 - Variance Request
South Lake Medical Arts Center

Consider variance request for property located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard.

Item No. 15 - Variance Request No. 2
South Lake Medical Arts

Consider variance request to allow more than one dumpster enclosure for 25 residential units located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard.

Item No. 16 - Ordinance No. 2017-01 *Final*
Commercial Solid Waste

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

Item No. 17 - Ordinance No. 2017-03 *Final*
MSTU

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

Item No. 18 - Ordinance No. 2017-06 *Final*
Right of Way Closing

Consider ordinance adoption for East Desoto Street Right of Way closing.

Item No. 19 - Ordinance No. 2017-07 *Final*
Council Compensation

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

NEW BUSINESS

Item No. 20 - Variance Request
291 Carroll Street

Consider a variance request to allow for a rear yard setback of 7 feet and allow an interior side yard setback of 2 feet.

Item No. 21 - Variance Request
Magnolia Park

Consider variance request to allow for the elimination of trees in the landscape buffer along the rights-of-way in a subdivision.

Item No. 22 - Ordinance No. 2017-10 *Introduction*
Lake Shore Drive

Consider ordinance introduction to vacate the right-of-way behind Lots 11 through 18, Block 117.

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Item No. 23 - Ordinance No. 2017-11 *Introduction*
West Lake Small Scale Comprehensive Plan
Amendment

Consider ordinance introduction to change the future land use from Medium Density Residential to Downtown Mixed Use for a portion of West Lake lying south of Minneola Avenue.

Item No. 24 - Ordinance No. 2017-12 *Introduction*
West Lake Rezoning

Consider ordinance introduction to change the zoning from R-3 Residential/Professional to Central Business District for a portion of West Lake lying south of Minneola Avenue.

Item No. 25 - Ordinance No. 2017-13 *Introduction*
Victory Pointe, LLC Small-Scale Comprehensive
Plan Amendment

Consider ordinance introduction to change the future land use from Medium Density Residential to Downtown Mixed Use for property located north of the intersection of 10th Street and W. Montrose Street.

Item No. 26 - Ordinance No. 2017-14 *Introduction*
Victory Pointe, LLC, Rezoning

Consider ordinance introduction to change the zoning from R-3 Residential/Professional to CBD Central Business District for property located north of the intersection of 10th Street and W. Montrose Street.

Item No. 27 - Ordinance No. 2017-15 *Introduction*
Anderson Hill Annexation

Consider ordinance introduction to annex a parcel of land located at the northwest corner of U.S. Highway 27 and Anderson Hill Road.

Item No. 28 - Ordinance No. 2017-16 *Introduction*
Anderson Hill Small-Scale Comprehensive Plan
Amendment

Consider ordinance introduction to change the future land use from Lake County Urban Low Density to City of Clermont Commercial for property located at the northwest corner of U.S. Highway 27 and Anderson Hill Road.

Item No. 29 - Ordinance No. 2017-17 *Introduction*
Anderson Hill Rezoning

Consider ordinance introduction to change the zoning from UE Urban Estate to C-2 General Commercial for property located at the northwest corner of U.S. Highway 27 and Anderson Hill Road.

Item No. 30 - Ordinance No. 2017-18 *Introduction*
Tommy's of Clermont Annexation

Consider ordinance introduction to annex a parcel of land located south of S.R. 50 and east of Granville Avenue.

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Item No. 31 - Ordinance No. 2017-19 *Introduction
Tommy's of Clermont Small-Scale Comprehensive
Plan Amendment*

Consider ordinance introduction to change the future land use from Lake County Regional Commercial to City of Clermont Commercial for property located east of Granville Avenue and south of Highway 50.

Item No. 32 - Ordinance No. 2017-20 *Introduction
Tommy's of Clermont Rezoning*

Consider ordinance introduction to change the zoning from UE Urban Estate to C-2 General Commercial for property located east of Granville Avenue and south of Highway 50.

Item No. 33 - Ordinance No. 2017-21 *Introduction
The Shops at WaterBrooke Rezoning*

Consider ordinance introduction to change the zoning from UE Urban Estate to Planned Unit Development for property located at the southwest corner of Highway 50 and Emil Jahna Road.

Item No. 34 - Ordinance No. 2017-22 *Introduction
Density Bonus Criteria*

Consider ordinance introduction to amend the Land Development Code by adding Section 122-249 Density Bonus Criteria.

ADJOURN

Any person wishing to appeal any decision made by the City Council at this meeting will need a record of the proceedings. For that purpose, such person may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is based. In accordance with the Americans with Disabilities Act (ADA), if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding he/she should contact Clermont, City Clerk's Office, 352-241-7330.

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 10, 2017

The Clermont City Council met in a regular meeting on Tuesday, January 10, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Broadway gave the invocation followed by the pledge of allegiance.

PROCLAMATION

City Clerk Ackroyd Howe read the Arbor Day proclamation aloud. Mayor Ash presented the proclamation to Public Works Director Brunson. Public Works Director Brunson announced the annual tree giveaway will be held on January 21, 2017 at Lake Hiawatha Preserve beginning at 9am.

PRESENTATIONS

Water Conservation Award

Environmental Services Assistant Director Reed thanked the Florida American Water Works Association for the award. He extended thanks to Water Conservation Coordinator Leyro for his work in providing services to the community on water conservation measures. Mr. Reed invited everyone to attend the Earth Day celebration on April 22, 2017 at Lake Hiawatha Preserve for a lake clean-up and other activities.

Budget Update

Finance Director VanZile presented the financial results for the fiscal year ending September 30, 2016. The top 10 revenues, major fund revenues and expenditures, and the departmental expenditures were reviewed. Mr. VanZile reported on the City's bond rating history and stated Standard and Poors Global Ratings raised the long-term rating on the City of Clermont's water and sewer revenue bonds from AA to AA plus. Mr. VanZile stated it is rare for our size of utilities to receive an AA plus rating.

City Manager Gray gave credit to the directors for keeping expenditures under budget.

Mayor Ash thanked Finance Director VanZile.

PUBLIC COMMENTS

Lost Lake Elementary School Principal Susan Pegram read a proclamation aloud declaring January 10, 2017 as Officer Thomas Stone Appreciation Day for his outstanding performance as a School Crossing Officer. Officer Stone was presented with a plaque for his dedication to the families and students of Lost Lake Elementary. Ms. Pegram presented a check from the Lost Lake Elementary staff and student families in the amount of \$1,083 for the Clermont Police Department to purchase protective mats for the motorcycles.

Officer Stone thanked the staff at Lost Lake Elementary and the student's families.

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Terri Lansell; Owner of Sunshine Treasures of Clermont, 309 East Highway 50, stated she represented a group of business owners in Sunnyside Plaza who are requesting signage on Highway 50. The use of sign holders are a distraction to traffic, and the businesses would like a professional A-frame sign listing the businesses in the plaza.

Eddie Rodriguez and Hugh Tracy spoke in agreement with Ms. Lansell.

City Manager Gray will have staff meet with the businesses to look into signage options.

Tim Murry; 574 East Desoto Street, invited everyone to Waterfront Park on January 16, 2017 for a free breakfast from 9:30am to 11:30am at the Highlander Pavilion to honor Dr. Martin Luther King, Jr. The program will begin at 11:30am and the guest speaker will be Lewis Ward with Mayor Ash providing the opening comments.

The 25th anniversary of the South Lake Black Achievers award will be held at the Clermont Arts and Recreation Center on February 19, 2017 at 6pm for dinner, with a social event beginning at 5pm. The tickets are \$50 each and 300 to 350 people are expected to attend.

Mr. Murry commented the Clermont Police Department did not win the Battle of the Badges basketball game against the Lake County Sheriff's Office. The admission to the game was one unwrapped toy, which were donated to Christian Men in Action. Mr. Murry presented Police Chief Broadway and the Clermont Police Department with a certificate of appreciation from Christian Men in Action.

REPORTS

City Manager Gray reported a State of the City address will be held at 8am on January 17, 2017 at the Clermont City Center. A Special Council Meeting will be held on January 17, 2017 at 6:30pm in the City Council Chambers. The City Council will hold a workshop on January 19, 2017 at 6:30pm in the City Council Chambers.

City Attorney Mantzaris – No report.

Council Member Bates asked of the status of the red light cameras. City Manager Gray stated the red light camera program ended at midnight on January 3, 2017 and the cameras will be removed.

Council Member Goodgame commented he received postcards from north Lake County thanking the City for ending the red light camera program. Mr. Goodgame noted Global Positioning System signals in vehicles are still detecting red light cameras. City Manager Gray stated once the inactive cameras have been uninstalled, the GPS devices will no longer detect the red light cameras.

Council Member Mullins encouraged everyone to attend the Earth Day event on January 21, 2017 at Lake Hiawatha Preserve. The Hula-Icious Mega Food Truck Rally will be held in Downtown Clermont on the same day from 1pm to 8pm.

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Council Member Travis commented she attended the South Lake Metropolitan Planning Organization meeting and reported on messages she had receiving regarding the sharp curve on East Avenue. The suggestions discussed with City Manager Gray were the use of rumble strips, painting of white lines on the side of the outer lines, decreasing the speed limit, or use of a traffic circle. Ms. Travis commended Public Works Director Brunson and the department for trimming the trees, pressure washing the tables, and for the new signage at Waterfront Park.

Mayor Ash reported she attended the Children's Christmas Program on December 16, 2017 at Better Life Church, the Eagle Scout ceremony honoring Jacob Ulrich at the Groveland South Lake Animal League on December 23, 2017, the 2nd Annual Holiday Bike Ride on December 28, 2017 with 50 children participating, the wake for Ron Becker of Becker Funeral Home on December 29, 2017, interviewed with Channel 13 on December 30, 2017 regarding the end of the Red Light Camera Program, and spoke of the City's future growth and upcoming events with the Kiwanis Club of Clermont on January 3, 2017.

CONSENT AGENDA

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

Item No. 1 – Surplus Request

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

Item No. 2 – Appointment

Appoint Jason Sayre as the Fifth Member to the Police Officers Pension Board of Trustees.

Item No. 3 – Event and Road Closure Request

Consider event and road closures request to allow the City of Clermont's Parks and Recreation Department to host their inaugural "Cyclovia" event on February 25, 2017.

Item No. 4 – Contractor Name Change

Consider request for contractor name change from Southern Analytical Laboratories, Inc. to Pace Analytical Services, LLC.

Item No. 5 – Bid Award

Consider approval of bid award to Traverse Group, Inc. to provide asphalt overlay at two city parks in the total budgeted amount of \$206,931.43.

Item No. 6 – Bid Award

Consider approval of bid award to Ford of Clermont, Inc. and Rachel's Collision Center, LLC. to provide auto body repair services in the estimated annual budget amount of \$52,000.

Item No. 7 – Bid Award

Consider approval of bid award to Derelle, Inc, to provide Hancock Park renovations in the total budgeted amount of \$364,700.

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Allison Strange; PFX Athletics, pulled Item 7.

Council Member Goodgame moved to approve Items 1 through 6 of the Consent Agenda; seconded by Council Member Bates. The motion passed with all members present voting aye.

City Manager Gray stated the City had been making improvements to all of the City's parks, and Allison Strange has suggested some improvements for Hancock Park.

Allison Strange; PFX Athletics, commented the proposed renovations are not at the collegiate level. Ms. Strange offered assistance in the renovation process to ensure collegiate level standards are met.

Council Member Goodgame stated he spoke with Ms. Strange and the fields need to be configured in a specific way for the girls' softball tournaments. Mr. Goodgame commented staff was unaware of the specific needs and supported Ms. Strange' offer to assist.

City Manager Gray commented staff will meet with Ms. Strange and; should the cost increase, staff will return for Council approval. The project is on a timeline to complete prior to the spring games, and rebidding the project would extend the completion date beyond the start of the spring games.

Jim Purvis; 4206 Hammersmith, stated he walked the premises of Hancock Park with Ms. Strange and supported Ms. Strange' offer to assist.

Council Member Mullins commented he met with Ms. Strange and supported awarding the bid and have staff meet with the experts.

Council Member Mullins moved to approve Consent Item 7; seconded by Council Member Bates.

Council Member Goodgame asked of addressing changes to the bid. City Manager Gray stated any changes to the bid would require rebidding the project.

The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 8 – Ordinance No. 2017-02, *Final – Kings Crossing Commercial*

City Clerk Ackroyd Howe read Ordinance 2017-02 aloud by title only.

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

Senior Planner Kruse presented the request from South Lake Connector, LLC. to rezone 80.45 acres of property located at the southeast corner of Citrus Tower Boulevard and US Highway 27. The property currently has two zoning designations; C-1 Light Commercial on the southern portion of the property, and a Conditional Use Permit for a Planned Unit Development on the northern portion of the property.

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The 44-acre northern portion of the property is currently used for a stormwater pond and open space. The remaining southern portion is approximately 37 acres. The owner is requesting a Planned Unit Development with C-1 Light Commercial uses to relocate the existing stormwater pond, provide better access to the proposed development, and to establish a unified development plan by tying the project under one zoning designation.

The owner had provided staff with a Planned Unit Development conceptual master plan and seven waivers to the land development code were identified. The waivers were reviewed by staff and are included in the Planned Unit Development document for Council consideration.

Staff received confirmation from the Department of Economic Opportunity that the unification of the parcels into one project would not pose additional impacts. Staff recommended approval of Ordinance 2017-02 with C-1 Light Commercial uses.

Attorney Jimmy Crawford; representing South Lake Connector, LLC., stated the applicant was requesting a rezoning to Planned Unit Development with C-1 Light Commercial uses. Traffic and parking will not change. The Planned Unit Development designation is requested to master plan the development, as opposed to returning for individual conditional use permits for each business. The development currently has a proposed doughnut and coffee shop user.

Mr. Crawford clarified the landscape buffer request. The landscape buffers on the grade will be planted to code. The request is for a 10-foot landscape buffer along the right-of-way, instead of the 20 feet required by code. The area located near the wooded area is too low for an additional landscape buffer; however, the applicant is willing to plant additional cypress trees. Rick McCoy; project engineer, and Mike Langely; representing the owner, were present and available to answer any questions.

Mayor Ash opened the public hearing.

Jim Purvis; 4206 Hammersmith Drive, asked of the entrance into the parcel and the location of a deceleration lane.

Council Member Goodgame commented he could not determine where the deceleration lane from US Highway 27 began.

Mayor Ash closed the public hearing.

Rick McCoy; McCoy and Associates, stated there would be deceleration lanes subject to the approval of the Department of Transportation. Mr. McCoy indicated an entrance will be across from RaceTrac with a left hand turn lane. The other entrance will be on Citrus Tower Boulevard and will have a 12 foot right of way dedicated for a right turn into the parcel.

Council Member Goodgame expressed concern regarding lack of a deceleration lane and traffic concerns of vehicles exiting RaceTrac. Mr. Goodgame was opposed to allowing left hand turns when exiting the parcel.

Mr. McCoy indicated the road related permitting would be handled through Lake County. The proposed development is seeking approval for a median near the proposed donut business. Attorney Crawford stated additional land was purchased from Lost Lake Reserve to move any entrance away from the curve.

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Council Member Goodgame requested to review the approval of Lake County's decision regarding the turn lanes.

Council Member Mullins asked if Lake County would require a traffic signal. Mr. McCoy indicated the intersection was too close to another traffic signal. Lake County most likely will allow only a right turn in and right turn out from the entrance near the doughnut business.

Council Member Mullins asked of additional landscaping.

Mayor Ash inquired of the lack of interior landscaping.

Mr. McCoy indicated the developer envisions users with shared parking, similar to the arrangement with Applebee's and Zaxby's.

Mayor Ash stated the proposed project was cutting back on the required 20-foot landscape buffer on US Highway 27 and she requested interior landscape buffers.

Council Member Mullins commented the proposed project could maintain the same amount of greenspace throughout the project. Attorney Crawford commented they could replace the same square footage from the 10-foot landscape buffer from each lot and insure all site plans have the added landscape buffer.

Council Member Mullins requested two feet from the side street landscape buffer and to place the landscape buffers to be visible from the traffic bearing streets.

Attorney Crawford summarized the change as "relocate the plant interior that would be required for a 10-foot landscape buffer between all lots, and must be placed within the lot".

Council Member Goodgame stated the landscape buffer around the perimeter should remain.

Council Member Goodgame expressed concern that planting trees on the curve would interfere with the view of oncoming traffic.

Mayor Ash commented the developer should work with staff to determine the landscape buffer areas.

Senior Planner Kruse suggested the wording "the interior perimeter landscape buffer between the properties shall be 10 foot shared or within the lot". Mr. Kruse explained the wording would change the requirement for two 10-foot landscape areas, and they could share 5 feet and 5 feet, as long as there is a total of 10 feet in between the lots.

Attorney Crawford added the landscaping does not have to be placed on the buffer and can be placed somewhere on the lot.

Senior Planner Kruse summarized the change to the Ordinance; under Section 3 number 9, would be to eliminate number 9 and replaced with wording indicating the landscaping shall be 10 foot shared or placed within the lot.

Council Member Mullins moved to adopt Ordinance 2017-02 as amended in Section 3, number 9; seconded by Council Member Bates. The motion passed with all members present voting aye.

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NEW BUSINESS

Item No. 9 – Variance Request *Be Happy Kids Bakery Cafe*

Senior Planner Kruse presented the variance request to allow for a reduction of four parking spaces for a proposed food service establishment in the Hancock Village Plaza. The applicant currently operates a retail/personal service business at the Be Happy Kids Salon business. The majority of the plaza was originally designed for retail business and the current parking deficit is 15 parking spaces. Staff recommended denial of the variance request. Staff's recommendation; should Council approve the request, is the variance becomes null and void at the time the business vacates the premises.

Mr. Green Viana; Applicant, stated Be Happy Kids Salon has been in business for three years. The current business offers spa-styled birthday parties for children with food served by Tijuana Flats, Little Caesars Pizza, and Ritter's Frozen Custard. The business would like to provide their own food service from a third party. The parties currently accommodate eight to sixteen children per party and additional parking requirements would not be necessary.

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

Council Members Travis, Bates, and Mullins were not opposed to the request with the staff recommendation.

Council Member Bates moved for approval with the conditions staff recommended; seconded by Council Member Goodgame.

Mayor Ash summarized the motion was for approval with the condition the variance becomes null and void at the time the business vacates the premises.

Council Member Mullins asked of including a condition requiring returning before Council should parking become an issue.

Council was in agreement to adding the parking condition.

The motion passed as amended with all members present voting aye.

Item No. 10 – Board and Outside Agency Appointments

City Manager Gray presented the Board and Outside Agency appointments.

The Police Officers Pension Board of Trustees has one 1-year term available. Les Booker has requested appointment. There were no other requests to fill the vacancy.

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

Council Member Goodgame moved to appoint Les Booker; seconded by Council Member Travis. The motion passed with all members present voting aye.

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The Community Redevelopment Agency has two vacancies. The two current members did not seek reappointment. Roman Brana and Nancy Stuparich have requested appointment.

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

Council Member Mullins inquired if 330 West Minneola Avenue was within the Community Redevelopment Agency district. City Manager Gray commented you could live or work within the district and be eligible for appointment. Mr. Gray will verify the address is located within the district.

Council Member Bates moved to appoint Roman Brana and Nancy Stuparich; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

The Planning and Zoning Commission has four vacancies for a 2-year term. Jack Martin, Herb Smith, Carlos Solis, and Cuqui Whitehead have requested reappointment. Pam Bennett, Frank Costanzo, Carol Thayer, and Victoria Walker have requested appointment.

Mayor Ash asked how long those seeking reappointment had served on the commission.

Development Services Director Hollerand indicated Jack Martin has served since 2015, Herb Smith since 2014, Carlos Solis since 2013, and Cuqui Whitehead has served one 2-year term and previously served on the commission.

Mayor Ash opened the public hearing.

Carol Thayer commented she previously served on the zoning board in western New York and was interested in serving on the Planning and Zoning Commission.

Frank Costanzo stated he was a former director of planning and development for a city in western New York and was interested in serving on the Planning and Zoning Commission.

Herb Smith thanked Council for the opportunity to serve on the Planning and Zoning Commission. Mr. Smith stated he enjoyed serving on the Planning and Zoning Commission and believes his experience as a retired developer is an asset.

Jack Martin commented he would like to continue serving and was intrigued with the Master Plan for Downtown Clermont.

Cuqui Whitehead stated she has lived in Clermont for 36 years and would like to continue on the Planning and Zoning Commission.

City Manager Gray commented Pam Bennett had a prior commitment and was unable to attend.

Council Member Mullins noted Carlos Solis was unable to attend the meeting and was interested in continuing on the Planning and Zoning Commission.

Mayor Ash closed the public hearing.

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Council Member Travis recommended retaining Jack Martin and Herb Smith, and appointing Carol Thayer. Ms. Travis suggested appointing another new person to the Planning and Zoning Commission.

Council Member Bates moved to reappoint Jack Martin, Herb Smith, Cuqui Whitehead, and appoint Carol Thayer; seconded by Council Member Goodgame.

Mayor Ash would like Council to address having term limits for serving on the City's boards at a future workshop. City Attorney Mantzaris stated staff can provide examples of board term limits.

The motion passed with all members present voting aye.

The Metropolitan Planning Organization Bicycle Pedestrian Advisory Council has one position for a 2-year term. Brian Davis currently serves on the Bicycle Pedestrian Advisory Council and has requested reappointment. Robb Beams has requested appointment.

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

Council Member Goodgame moved to appoint Robb Beams; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Mayor Ash requested that all individuals seeking reappointment and appointment in the future be required to submit a biography with their request letter.

The Metropolitan Planning Organization Citizen Advisory Council has one position for a 2-year term. Suzy Gibson was present and has requested reappointment. There were no additional requests for the position.

Mayor Ash opened the public hearing.

Ms. Gibson stated she has been the acting chairman of the Citizen Advisory Council since September 2016 and requested reappointment.

Mayor Ash closed the public hearing.

Council Member Mullins moved to appoint Suzy Gibson; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

The Lake Apopka Natural Gas board has a position for a 2-year term. Ann Dupee held the position for many years. Lake Apopka Natural Gas has requested the position be filled by an elected official. Jim Purvis has expressed an interest in serving.

Sam Davis; Lake Apopka Natural Gas Executive Director, was available to answer any questions.

Mayor Ash passed the gavel to Council Member Travis.

Mayor Ash moved to nominate herself to serve on the Lake Apopka Natural Gas board; seconded by Council Member Mullins.

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Council Member Travis opened the public hearing.

Jim Purvis; 4206 Hammersmith Drive, requested to serve on the board.

Suzy Gibson commented Mayor Ash was highly qualified to serve on the board.

Council Member Travis closed the public hearing.

Council Member Bates requested to hear from Mr. Davis regarding the makeup of the board and their responsibilities.

Mr. Davis stated the by-laws require a majority of elected officials to serve on the board. Currently there are three elected officials serving on the board. The board was in a position in the past where there were less than a majority of elected officials present, delaying a vote on an important issue. The board meets monthly to review and decide on various items such as changes regarding the district, policies, tariffs, and by-laws.

Council Member Mullins commented the City of Clermont is one of the three owners and the board sets the tariff for the citizens.

The motion passed 3 to 2 with Council Members Goodgame and Bates in opposition.

Outside Agencies Appointments:

City Manager Gray reported on the current appointments:

South Lake Chamber of Commerce; Council Member Travis
Lake County League of Cities Board of Directors; Council Member Bates
Metropolitan Planning Organization Governing Board; Council Member Goodgame
Metropolitan Planning Organization Governing Board Alternate; Diane Travis
Tourism Development Council; Council Member Mullins
Tourism Development Council Alternate; Council Member Bates

Council Member Travis stated she attended the Lake County League of Cities conference and would like to serve on the Lake County League of Cities Board of Directors. Ms. Travis indicated she would like to serve as an alternate for the Metropolitan Planning Organization Governing Board, or as an alternate for the Tourism Development Council.

Council Member Bates commented he would like to continue serving on the Lake County League of Cities Board of Directors.

The outside agency appointments remained as currently appointed.

Mayor Ash recessed the meeting at 8:48pm. Mayor Ash reconvened the meeting at 9:00pm.

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Item No. 11 – Resolution No. 2017-03 *Rules of Conduct*

A Resolution of the City Council of the City of Clermont, Lake County, Florida, adopting the City of Clermont Rules of Conduct; establishing rules related to the conduct of meetings; restating the public's right to participate; establishing rules related to the activities and participation of council members, appointed board members, staff and the public; repealing all resolutions in conflict and providing an effective date.

Mayor Ash noted typographical errors on pages 6 and 10 for correction.

City Attorney Mantzaris summarized the resolution to establish rules of conduct. The rules of conduct apply to the City Council and the City boards, and addresses issues such as how the City Council handles colleagues, public hearings and meetings, media, staff, ceremonial events, inter-government relations, contact with the public, and clarifies Roberts Rules of Order.

Mayor Ash opened the public hearing.

Jim Purvis; 4206 Hammersmith Drive, expressed concern of establishing rules.

Mayor Ash closed the public hearing.

Council Member Bates asked for clarification of page 7, number 6; checking with City staff before taking action.

City Attorney Mantzaris stated the intent is when Council receives correspondence from entities doing business with the City, the Council Member should check with the City Manager for a unified response. Entities usually send the same correspondence to all of the Council Members. The Rules of Conduct are not intended to keep the public from contacting the Council or City staff, it is to ensure the collective determination of the City is preserved and delivered, and the general public, property owners, and media do not get the impression that a response from staff or a Council Member is the final official determination of the City.

Mayor Ash; relating to page 10, commented when making a statement related to the City; whether in an email or verbal discussion, make sure you point out your statement is your personal opinion. Regarding Section D, Mayor Ash requested added wording which indicates a Council Member should comment their personal statement is a personal opinion and not the stance of the City.

Council Member Bates asked if the Rules of Conduct would be included in a new Council Member's packet. City Manager Gray stated the Rules of Conduct would be included and reviewed with new Council Members.

Council Member Goodgame asked if Section 1, number 1 should indicate state or federal law shall prevail. City Attorney Mantzaris stated a resolution does not have the same legislative determination as an ordinance. Staff will provide clearer language indicating state law, federal law, and the City Charter would prevail.

Council Member Bates moved to approve as amended; seconded by Council Member Travis. The motion passed 4 to 1 with Council Member Goodgame in opposition.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 10, 2017

Item No. 12 – Ordinance No. 2017-04 *Introduction – The Addison*

City Clerk Ackroyd Howe read Ordinance 2017-04 aloud by title only.

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

Council Member Goodgame moved to introduce Ordinance 2017-04; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Travis in opposition.

Item No. 13 – Ordinance No. 2017-05 *Introduction; Jones Alley*

City Clerk Ackroyd Howe read Ordinance 2017-05 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 10-foot alley known as Jones Alley, lying south of Juniata Street and north of Broome Street as recorded in the plat of Lincoln Park Plat Book 8 Page 61 Public Records of Lake County, Florida; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Council Member Mullins moved to introduce Ordinance 2017-05; seconded by Council Member Bates. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 9:25pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
January 17, 2017

The Clermont City Council met in a special meeting on Tuesday, January 17, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Marshall gave the invocation followed by the pledge of allegiance.

PRESENTATIONS

Economic Development Update

Economic Development and Community Redevelopment Agency Director Schmidt provided an update on Economic Development and Tourism initiatives. Ms. Schmidt reviewed cultivating an environment where businesses can thrive, new businesses and expansions, unique partnerships, tourism, and workforce training and education. In the City of Clermont, the unemployment rate of 4.5 percent remains below the state average of 4.9 percent, the healthcare wages remain strong and competitive, the median household income is \$56,603, and the median age is 38.8 years old.

PUBLIC COMMENTS

There were no public comments.

REPORTS

City Manager Gray reported approximately 200 people attended the State of the City address this morning. The City Council will hold a workshop on Thursday, January 19, 2017 at 6:30pm. The Collective Bargaining Agreement negotiations with the International Association of Firefighters and the Clermont Professional Firefighters Local 4350 have concluded and the contract will be on the January 24, 2017 agenda.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame – No report.

Council Member Mullins announced he was reappointed to the Lake Emergency Medical Services Board.

Council Member Travis reported the South Lake Chamber of Commerce breakfast will be held on Friday, January 20, 2017 at 7:15am. Lake County Commissioner Parks will provide an update on Wellness Way. The South Lake Chamber of Commerce Business After Hours will be held at Bella Collina on January 25, 2017.

Mayor Ash commented she attended the Dr. Martin Luther King, Jr. Day commemoration at Waterfront Park on January 16, 2017.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
January 17, 2017

CONSENT AGENDA

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

- | | |
|--|--|
| Item No. 1 – Meeting Minutes | Consider approval of the December 13, 2016 Regular Council Meeting minutes. |
| Item No. 2 – Surplus Request | Consider approval to declare end of life inventory as surplus from the Purchasing Department, Parks and Recreation Department, Police Department, and Public Works Department and dispose of in accordance with the Purchasing Policy. |
| Item No. 3 – Piggyback Contract Award | Consider request to piggyback the Florida Sheriffs Association contract FSA-16VEH-14.0 with Orlando Freightliner, Inc. to purchase one sludge truck in the budgeted amount of \$69,194. |
| Item No. 4 – Piggyback Contract Award | Consider request to piggyback the Florida Sheriffs Association contract with Hub City Ford to purchase eight police vehicles in the budgeted amount of \$210,448. |

Council Member Bates moved to approve Consent Agenda Items 1 through 4; seconded by Council Member Mullins. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 5 – Ordinance No. 2017-04 *Final – The Addison; Rezoning*

City Clerk Ackroyd Howe read Ordinance 2017-04 aloud by title only.

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

Senior Planner Kruse presented the rezoning request from C-2 General Commercial to Planned Unit Development for an apartment community called The Addison. The 19.17-acre property is located at the northwest corner of Hooks Street and Citrus Tower Boulevard and extends west towards Oakley Seaver Drive. The applicant; B&S Engineering Consultants, desires to develop the site for a multi-family development with up to 12 units per acre for a total of up to 230 units. The project will consist of 16 multi-story buildings with a clubhouse and other amenities, with no proposed commercial development.

City of Clermont
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January 17, 2017

The applicant is requesting several waivers due to existing conditions. The waivers are to allow cut and fill up to 25 feet over the project area, 4 to 1 slope grades which include the landscape buffers, a maximum retaining wall height of 13 feet, a 3-foot terrace instead of a 5-foot terrace when 2 wall segments are required, a gated development with private streets, a driveway access and parking below the center line of adjoining roads, and a central compactor for solid waste collection.

Staff acknowledges the site was previously disturbed and the original topography had been altered. Staff understands the site will be challenging to develop. The traffic report indicates the proposed development will not require additional improvements to the surrounding roadway systems. The impact of the Lake County School District is currently under evaluation and the applicant acknowledges they will be required to participate in any mitigation which may be warranted for school concurrency.

The Planning and Zoning Commission voted 4 to 1 to recommend approval of the rezoning request. Staff recommended approval of the rezoning request.

Major Stacey; Applicant, agreed with staff's recommendation for approval and was available to answer any questions.

Mark Osier; 237 South Westmonte Drive, Altamonte Springs, Florida, commented on the need for apartments. The national average indicates between 30 and 35 percent of the population will rent apartments and in Clermont the rate is 22 percent. Third party market studies for Clermont show a demand of 459 units per year for rental units over \$1,100 a month. Mr. Osier was available to answer any questions.

Mayor Ash opened the public hearing.

John Schmidt; 1655 East Highway 50, commented he was a contiguous business owner to the property and was in favor of the project.

Ann Dewitt Severns; 14463 West Colonial Drive, Winter Garden, Florida, spoke in favor of the project on behalf of the Dewitt family, owner of property.

Mayor Ash closed the public hearing.

Council Member Goodgame questioned the construction materials and interior design of the buildings. Mr. Goodgame considered the application incomplete and was unable to support the project. Hooks Street and Citrus Tower Boulevard is not a good location for the proposed project and the project is more suited for the south side of Hooks Street. A project creating jobs would be more appropriate.

Council Members Mullins and Bates were in agreement with Council Member Goodgame.

Council Member Travis stated the Council recently voted for high density in the downtown area and the type of development proposed should be located in the downtown area.

Mayor Ash noted the Council was holding a workshop for a project called The Vue; which contains apartments on the north side of Hooks Street.

City Attorney Mantzaris cautioned discussing The Vue at the current meeting.

City of Clermont
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SPECIAL COUNCIL MEETING
January 17, 2017

City Manager Gray commented The Vue has an approved Conditional Use Permit for apartments and commercial uses, and the workshop was to discuss the requested amendments to their Conditional Use Permit.

Mr. Osier addressed the comments and concerns stating the project would be a high-end luxury project using wood or metal materials, and some of the buildings would have elevators. The buildings would be designed around the topography, the density is appropriate for the location, and the rental rates will be affordable for the population. Commercial use of the site would create a higher volume of traffic and would not have the same curb appeal as the proposed project.

Council Member Mullins stated the main issue was the location of the proposed project.

Council Member Mullins asked of denying without prejudice. City Attorney Mantzaris stated a denial without prejudice was not an available option.

The applicant withdrew the request.

Item No. 6 – Ordinance No. 2017-05 *Final – Jones Alley*

City Clerk Ackroyd Howe read Ordinance 2017-05 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning the 10-foot alley known as Jones Alley, lying south of Juniata Street and north of Broome Street as recorded in the plat of Lincoln Park Plat Book 8 Page 61 Public Records of Lake County, Florida; repealing all ordinances in conflict herewith, providing for severability, publication, recording, and for an effective date.

Senior Planner Kruse presented the request to vacate a 10-foot-wide and 180 lineal foot long right-of-way known as Jones Alley. The alley was part of the Lincoln Park subdivision since January 1926 and runs from Broome Street to Juniata Street. The northern portion of the alley was previously vacated. Jones Alley has not been improved and the adjoining property owners have legal access through existing paved city streets. The applicant desires to develop the property with two single-family residences and the alley would prohibit construction of one of the homes. Staff recommended approval of vacating Jones Alley.

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

Council Member Goodgame moved for approval; seconded by Council Member Bates.
The motion passed 5 to 0 on a roll call vote.

City of Clermont
MINUTES
SPECIAL COUNCIL MEETING
January 17, 2017

NEW BUSINESS

Item No. 7 – Resolution No. 2017-01 *Calvary Chapel Clermont*

City Clerk Ackroyd Howe read Resolution 2017-01 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for a church in the C-2 General Commercial zoning district.

Senior Planner Kruse presented the request for a Conditional Use Permit to establish a church in the existing Towerview office complex located at 194 US Highway 27. The church proposes to occupy the rear building and will have a sanctuary, several offices, classrooms, storage areas, and restrooms. The space was previously used by a media production company and interior renovations will be required to accommodate space needs.

Calvary Chapel Clermont plans to have evening meetings Wednesday through Friday from 7pm to 9pm, and on Sundays. The church is not proposing an educational component or daycare. The parking provided for the overall project exceeds code with a ratio of 1 space for every 175 square feet; however, the applicant understands and agrees the City may require additional parking or rescind the conditional use permit should parking become an issue.

The Planning and Zoning Commission recommended approval of the Conditional Use Permit. Staff recommended approval of the Conditional Use Permit.

Carlos Aviles; Applicant, 13237 Long Pine Trail, was present and available to answer any questions.

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

Council Member Mullins inquired of the current church location.

Mr. Aviles stated the church was presently located at 202 Hatteras Avenue next to Jumping Joeys.

Council Member Mullins moved for approval of Resolution 2017-01; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

The next two items were heard concurrently and voted on separately.

Item No. 8 – Resolution No. 2017-02 *790 West Minneola Avenue*

City Clerk Ackroyd Howe read Resolution 2017-02 aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow for an onsite brewery, food service establishments, and other retail uses to occupy more than 3,000 square feet of floor space in the Central Business District.

City of Clermont
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January 17, 2017

Item No. 9 – Variance Request *790 West Minneola Avenue*

Planning Manager Henschel presented the Conditional Use Permit and variance request for a brewery to be located at 790 West Minneola Avenue in the Central Business District. The applicant desires to construct a new 7,200 square foot building for use as a restaurant and brewery. The proposed building will feature an interior overlook into the brewery's lower production area. The outside of the building will feature a large 80-foot by 20-foot outdoor patio adjacent to West Minneola Avenue.

The applicant is requesting a variance to allow for a reduced parking lot landscape buffer. The applicant will be providing additional parking to the rear of the lot and can only provide a 5-foot landscape buffer along the eastern property line, and no buffer along the northern and western property lines. The northern and western property lines have an existing fence installed by the adjacent property owner. Staff recommended; should the adjacent fence be removed, the owner of 790 West Minneola Avenue would be required to install a replacement fence.

Staff recommended approval of the conditional use permit and variance request.

Paul Fallman; Applicant, 1932 Brantley Circle, stated he has owned property for two years and he would like to make a long term commitment to the property. Mr. Fallman will be removing the current structure and build a loft building with a brick facade, courtyard, and patio. The outdoor activities will be oriented to the front of the building to minimize the impact on the residential area in the rear. The impact to the residential area will be the loading and unloading of pallets of hops; which typically would occur once a week.

Mayor Ash opened the public hearing.

Edward Apodaca; 836 West Montrose Street, representing Minneola Lakeside Villas townhomes, stated they were not opposed to the proposed project. Mr. Apodaca expressed concern of compensating for water run-off towards their property, noise, and fence maintenance.

Mayor Ash closed the public hearing.

Mr. Fallman stated the crushed asphalt parking surface should prevent water run-off in the direction of the townhomes and he will meet with a civil engineer to address the concern.

City Manager Gray commented the location will be absorbed with the Victory Pointe project and much of the water run-off in the downtown area will be directed to Victory Pointe.

Council Member Mullins asked how the pallets would be loaded into the brewery.

Bill Downs; Sun creek Brewery, stated the raw material will be delivered in bulk. Sun creek does not intend to bottle in large amounts, only small amounts for carryout purposes.

Council Member Mullins inquired of the waste product after fermentation.

Mr. Downs commented grain would be the largest by-product, which will be hauled away using a dumpster. The brewery will develop relationships with local farmers to use the grain by-product as animal feed. The water by-product will go into the sewer system and discussions have taken place with the Environmental Services Department.

City of Clermont
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Council Member Goodgame was in favor of the project.

Council Member Bates asked of the businesses to the west of the building. City Manager Gray stated there was a hair salon and restaurant to the west of the building.

Council Member Bates inquired of on-site parking. Mr. Fallman commented people are willing to walk from public parking areas and the street to visit similar establishments in other municipalities.

Council Member Mullins asked of working with the city on the streetscape. City Manager Gray stated staff has discussed the streetscape project with Mr. Fallman and the City will coordinate the streetscape project with the proposed project construction.

Council Member Bates moved for approval of Resolution 2017-02; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Council Member Bates moved for approval of the variance request; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2017-06 *Right of Way Closing; Table Final Hearing to February 14, 2017*

City Clerk Ackroyd Howe read Ordinance 2017-06 aloud by title only.

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.

Council Member Mullins moved to table Ordinance 2017-06 to February 14; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

ADJOURN: With no further comments, this meeting was adjourned at 7:43pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 24, 2017

The Clermont City Council met in a regular meeting on Tuesday, January 24, 2017 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Mullins, Bates, Goodgame, and Travis. Other City officials present were: City Manager Gray, City Attorney Mantzaris, and City Clerk Ackroyd Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council Member Goodgame gave the invocation followed by the pledge of allegiance.

City Manager Gray commented he invited Sheriff Grinnell to attend a City Council meeting to introduce himself.

Sheriff Grinnell thanked City Manager Gray for inviting him to introduce himself and speak to the City Council and residents. The Police Chiefs and the Sheriff's office work together to provide quality law enforcement services to the citizens. The professional courtesies extended to the City by Sheriff Borders will continue and he looked forward to supporting the Clermont Police Department and Fire Department.

Mayor Ash thanked Sheriff Grinnell for attending the meeting.

PUBLIC COMMENTS

Choice Edwards; 2062 Dobson Circle, requested to address the Council compensation agenda item. Mayor Ash noted the Council compensation agenda item would be introduced tonight and discussed at the February 14, 2017 Council meeting.

Stacy Uptain Smith; 11001 Lake Katherine Circle, commented the Clermont Sailing Center provided scholarships to local elementary schools and middle schools. Ms. Smith thanked the City Council and staff for allowing the Clermont Sailing Center to provide the youth an opportunity to experience sailing.

REPORTS

City Manager Gray reported he was invited to speak on how race directors could work with city governments at the Triathlon Business International Conference in Dallas, Texas. Fred Sommer was also in attendance and 85 percent of those attending knew of Clermont. City Manager Gray also shared the Victory Pointe project with the attendees.

City Attorney Mantzaris reported the annual four-hour ethics training requirement was due by July 1, 2017. The Council has options to attend courses conducted by entities such as the Florida League of Cities. Mr. Mantzaris stated he was available to conduct specialized training to the Council in a workshop setting.

Mayor Ash suggested holding the session at the February 21, 2017 Council Workshop.

Council Member Goodgame commented he would be unable to attend on February 21, 2017.

City Manager Gray stated he would work with Council on possible dates.

Council Member Travis requested holding the session in one meeting.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 24, 2017

Council Member Bates – No report.

Council Member Goodgame reported he enjoyed having Sheriff Grinnell at the Kiwanis Club meeting earlier today.

Council Member Mullins commented the Mega Food Truck Rally event on Saturday, January 21, 2017 was successful.

Council Member Travis – No report.

Mayor Ash reported she and City Manager Gray attended the Mayor and City Managers meeting on January 18, 2017. The meeting was chaired by Commissioner Parks and discussions were held on development, infrastructure, zoning, and traffic control. Ms. Ash attended the Employee Recognition Event on January 19, 2017, held Coffee with the Mayor at Epic Cycles on January 21, 2017, and attended the Lake Apopka Natural Gas District Board meeting on January 23, 2017.

CONSENT AGENDA

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

Item No. 1 – 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 prequalified 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 Palatlahaka 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 northeast corner of Mohawk Road and Citrus Tower Boulevard in Minneola.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 24, 2017

Item No. 6 – Collective Bargaining Agreement Consider agreement approval with the International Association of Firefighters, AFL-CIO, Clermont Professional Firefighters Local 4350.

Mayor Ash noted Consent Agenda Item 5; the Utility Service Agreement, was withdrawn.

City Manager Gray pulled Consent Agenda Item 6; the Collective Bargaining Agreement.

Council Member Goodgame moved to approve Consent Agenda Items 1 through 4; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City Manager Gray commented the Collective Bargaining Agreement process was a long process and thanked the Firefighters, union, and negotiating team for their work.

Human Resources Director Dauderis reviewed two recent additions to the agreement. The term “Engineer” was added to the preamble and; on page 32, Items 23.10 through 23.12 were inadvertently removed and have been added. The changes were agreed to by all parties.

Firefighter Union President Smith stated the agreement negotiations was a long process with a positive conclusion. The agreement is a fair contract with compromises made by all parties. Mr. Smith encouraged approval of the contract.

Mayor Ash opened the public hearing.

Jim Purvis; 4206 Hammersmith Drive, commended the City and staff for working out any differences.

Mayor Ash closed the public hearing.

Council Member Goodgame moved to approve Consent Agenda Item 6 as amended; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 24, 2017

UNFINISHED BUSINESS

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

City Clerk Ackroyd Howe read Ordinance 2016-38 aloud by title only.

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

Council Member Mullins moved to table Ordinance 2016-38 to April 11, 2017; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 7 – Ordinance No. 2016-40, Final – Density Amendment
Table to February 28, 2017

City Clerk Ackroyd Howe read Ordinance 2016-40 aloud by title only.

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

Council Member Mullins moved to table Ordinance 2016-40 to February 28, 2017; seconded by Council Member Bates. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 24, 2017

NEW BUSINESS

Item No. 9 – Ordinance No. 2017-01 *Introduction – Commercial Solid Waste, Al Roznowski Services, LLC.*

City Clerk Ackroyd Howe read Ordinance 2017-01 aloud by title only.

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.

Council Member Mullins moved for introduction of Ordinance 2017-01; seconded by Council Member Bates. The motion passed with all members present voting aye.

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

City Clerk Ackroyd Howe read Ordinance 2017-03 aloud by title only.

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.

Council Member Mullins moved for introduction of Ordinance 2017-03; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 11 – Ordinance No. 2017-06 *Introduction – Right of Way Closing; East Desoto Street*

City Clerk Ackroyd Howe read Ordinance 2017-06 aloud by title only.

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.

Council Member Mullins moved for introduction of Ordinance 2017-06; seconded by Council Member Bates. The motion passed with all members present voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
January 24, 2017

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

City Clerk Ackroyd Howe read Ordinance 2017-07 aloud by title only.

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.

Council Member Mullins moved for introduction of Ordinance 2017-07; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Goodgame in opposition.

ADJOURN: With no further comments, this meeting was adjourned at 7:04pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, February 14, 2017					
Agenda Item Name					
Auditor Selection Committee					
Requested Action					
Request approval of the establishment of an Auditor Selection Committee.					
Staff Report					
The contract with the McDirmit Davis, CPA to perform the City's annual financial audit will expire upon the completion of the current audit. McDirmit Davis has performed the annual audit since 2002. Staff is in the process of preparing a Request for Proposals solicitation. In order to do this, Florida Statutes requires the City Council establish an auditor selection committee to assist in the selection of an auditor. The committee will be responsible for the evaluation and ranking of proposers and making a recommendation to the City Council. Florida Statutes does not specify the makeup or the number of committee members. In an effort to perform this function in an efficient manner, staff is recommending the committee to be made up of the City Manager, Finance Director, Finance Manager, a Council Member and a resident appointed by the City Council.					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, February 14, 2017								
Agenda Item Name								
Utility Service Agreement								
Requested Action								
Recommend to approve the Utility Service Agreement for Wastewater for Dr. Khadrah Medical Offices.								
Staff Report								
This request is for wastewater service for Dr. Khadrah Medical Offices. The building will be 13,500 sq. ft. of Medical Offices and common areas. 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 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)								
<table border="0"><tr><td>1.</td><td>Khadrah Utility Agreement</td><td>Khadra Utility Agreement.doc</td></tr><tr><td>2.</td><td>Exhibit A</td><td>Exhibit A.pdf</td></tr></table>			1.	Khadrah Utility Agreement	Khadra Utility Agreement.doc	2.	Exhibit A	Exhibit A.pdf
1.	Khadrah Utility Agreement	Khadra Utility Agreement.doc						
2.	Exhibit A	Exhibit A.pdf						

UTILITY SERVICE AGREEMENT FOR WASTEWATER

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 until sewer connection is available and required by the City of Minneola.
- 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 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

- 1.6 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 of Clermont 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.
- 1.14 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.15 The Agreement shall be for commercial utility flow/demand for sewer is 1,400 gpd, based on an annual average. Exceeding these amounts may require a new Utility Services Agreement. (gpd = gallons per day). Allowed overage of up to 10% allowed.

Section 2. DEVELOPMENT STANDARDS

Any other items not addressed must be developed to City of Minneola 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 City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 24th day of January, 2017.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, 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

EXHIBIT "A"
PROPERTY DESCRIPTION

Owners:

ARWA Investments, LLC - Rajab K. Abukhadrah

Description:

MINNEOLA, CHELSEA PARC SUB TRACT B, Plat Book 37, Page 34, ORB 3533 PG 737.

Containing 0.86 acres more or less.

Lake County Alternate Key Numbers:

3747518

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, 225, 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

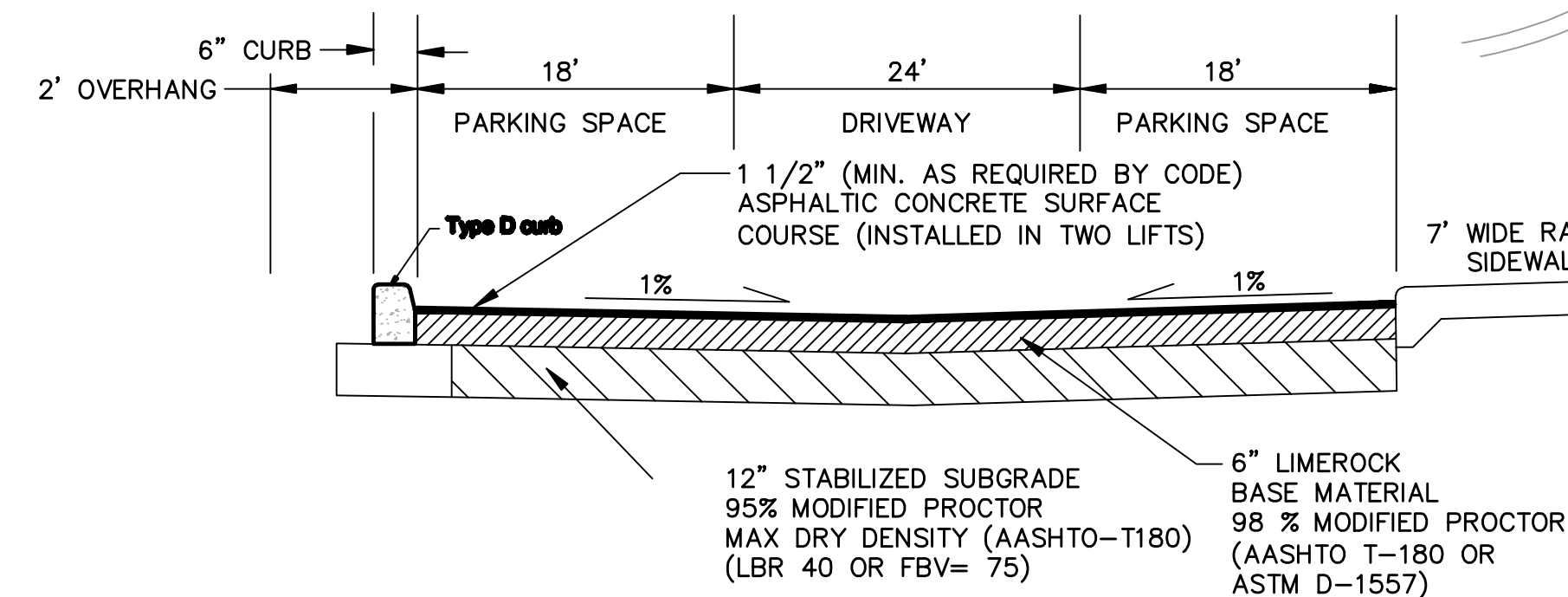
Flood Plain
THIS SITE DOES NOT ENCRoACH INTO ANY FLOOD PLAIN.

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.

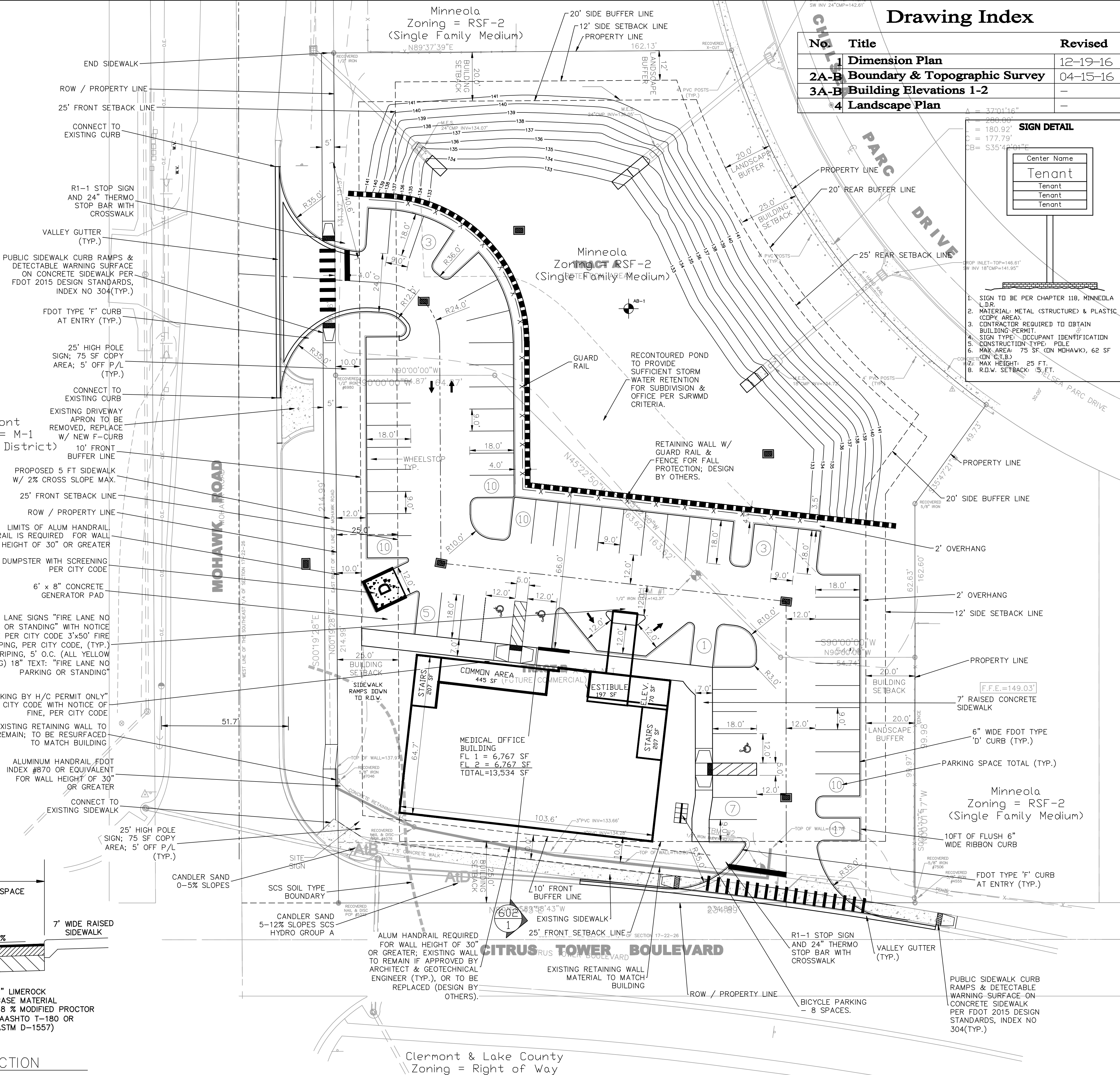
General Notes
1. CALL SUNSHINE (1-800-432-4770) PRIOR TO ANY CONSTRUCTION OPERATION (WWW.CALLSUNSHINE.COM)
2. THERE ARE NO EXISTING TREES ON SITE TO BE PROTECTED.
3. CONTRACTOR TO PROTECT EXISTING TREES, SHRUBS AND OTHER LANDSCAPING ALONG R.O.W.'S. SHOULD CONFLICT ARISE BETWEEN EXISTING LANDSCAPING AND 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:
 $0.125 \times \# \text{ Parking Spaces} = 0.125 \times 60 = 8 \text{ spaces}$

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

1. SIGN TO BE PER CHAPTER 118, MINNEOLA C.O.R.
2. MATERIAL: METAL (STRUCTURE) & PLASTIC (COPY AREA)
3. CONTRACTOR REQUIRED TO OBTAIN BUILDING PERMIT.
4. SIGN TYPE: OCCUPANT IDENTIFICATION
5. CONSTRUCTION TYPE: POLE
6. MAX. AREA: 75 SF (ON MOHAWK), 62 SF (ON C.T.B.)
7. MAX. HEIGHT: 25 FT.
8. 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

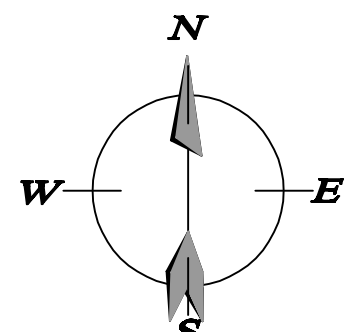
Revisions

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



GRAPHIC SCALE
0 20 40

1 inch = 20 ft.

Sheet Number

1 of 4



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
South Lake Chamber of Commerce Lease Agreements and Budget Amendment.		
Requested Action		
Recommend approval terminating the May 10, 2011 lease agreement with the South Lake Chamber of Commerce, approval of a new lease agreement with the South Lake Chamber of Commerce and a budget amendment in the amount of \$55,000.		
Staff Report		
The attached agreements call for the termination of the May 10, 2011 lease agreement with the South Lake Chamber of Commerce and approval of a new lease agreement with the South Lake Chamber of Commerce pertaining to the Clermont City Center. The City of Clermont Parks and Recreation Department will take over the daily operations of the building including all rentals, while the Chamber will still have a presence within downtown Clermont. The agreement terminating the current lease agreement provides for the payment of \$55,000 to the South Lake Chamber of Commerce as reimbursement for the cost of construction improvements made by the Chamber.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the General Fund in the amount of \$55,000 is proposed to fund the reimbursement of construction improvements made by the Chamber. The fiscal impact to the City for the management of the City Center will be determined and included in the quarterly budget amendment resolution scheduled for city council approval on March 28.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Lease Termination	south lake chamber term 101116.doc	
2. Lease Agreement	Southlake chamber lease 2017 clean.doc	
3. Exhibit A	South Lake Chamber Floor Plan Exhibit A.pdf	

AGREEMENT AS TO TERMINATION OF LEASE

AGREEMENT DATED MAY 10, 2011

THIS AGREEMENT is made and entered into this 14th day of February, 2017, by and between the CITY OF CLERMONT, a Florida municipal corporation whose address is 685 W. Montrose Street, Clermont, FL 34711, hereinafter "Landlord" and SOUTH LAKE CHAMBER OF COMMERCE, INC. a Florida Non-Profit Corporation, whose address is 620 W. Montrose St., Clermont, FL , 34711, hereinafter "Tenant".

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement date May 10, 2011 (hereinafter the "Lease") related to the rental and management of that certain building described in the Lease as the Jenkins Replacement Building and now located at _____, Clermont, Florida and known as the Clermont Community Center;

WHEREAS, the parties hereto and to the Lease have agreed to the termination of the Lease and that said termination shall be deemed a termination of convenience by Landlord; and

WHEREAS, contemporaneously herewith the parties have agreed to and have entered into a new lease agreement for a portion of the Clermont Community Center premises as defined in that lease agreement

NOW THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties agree to the following terms and conditions.

1. Termination of Lease

Effective February 14, 2017, the Parties agree that the Lease Agreement of May 10, 2011 (the "Lease") shall be terminated. The parties further agree that with the exception of any terms and conditions specially designated in the Lease to survive its termination and any terms and obligations contained herein, the parties shall have no further obligations or entitlements pursuant to the Lease.

2. Payment of Reimbursement Amount.

In accordance with Paragraph 16 of the Lease, Landlord shall pay to Tenant the amount of FIFTY-FIVE THOUSAND DOLLARS (\$55,000) as reimbursement for the cost of construction of the Tenant improvements. The payment provided herein shall be paid to Tenant by Landlord within thirty (30) days of Landlord's confirmation that Tenant has paid to Landlord all of the due and payable Rental Income as set forth in Paragraph 6 of the Lease. Contemporaneously with the payment as set forth herein, Tenant shall deliver to Landlord a Bill of Sale in a format acceptable to and as approved by Landlord, transferring any and all rights to Landlord that Tenant may have in the Tenant improvements under the Lease.

3. Miscellaneous

A. Dispute Mediation.

Any dispute arising out of this Agreement, the construction, interpretation or performance thereof, shall be submitted to non-binding mediation by a duly qualified and certified mediator practicing in Lake County, Florida, and no action at law or in equity shall be filed in any state or federal court by either party hereto against the other until such time as the mediator has declared an impasse.

B. Attorney Fees.

Landlord and Tenant each agree to pay to the prevailing party, on demand, all costs and expenses and reasonable attorneys' fees, including costs and expenses and reasonable attorneys' fees, at all levels, including bankruptcy and appeal, incurred by the prevailing party with respect to the enforcement or declaration of any of the rights or remedies or obligations of either of them and arising under this Agreement

C. Written Notice.

Written notice shall be given to the Parties at the following addresses or such other place or other person, as each Party shall designate by similar notice.

As to Tenant:

South Lake Chamber of Commerce, Inc.
691 W. Montrose Street
Clermont, Florida 34711
Attention: President

As to the Landlord:

City of Clermont
685 W. Montrose Street
Clermont, Florida 34711
Attention: City Manager

D. Governing Law.

This Agreement shall be governed by the laws of the State of Florida. Venue for any action hereunder shall be in Lake County, Florida.

E. Entire Agreement Severability.

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by all parties hereto. Should any provision of this Agreement be declared to be invalid by any act of law or court or administrative determination, the remaining provisions of this Agreement shall remain in full force and effect unless such provision which is found to be invalid substantially alters the benefits of the Agreement for either Party.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.

Attest:

City of Clermont

By: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Gail L. Ash, Mayor

Date: _____

South Lake Chamber of Commerce, Inc.

Witness

By: _____
_____, President

Printed Name

Date: _____

Witness

Printed Name

LEASE

THIS LEASE made and entered into this 14th day of February 2017, by and between the CITY OF CLERMONT, a Florida municipal corporation whose address is 685 W. Montrose Street, Clermont, FL 34711, hereinafter "Landlord" and SOUTH LAKE CHAMBER OF COMMERCE, INC. a Florida Non-Profit Corporation, whose address is 620 W. Montrose St., Clermont, FL , 34711, hereinafter "Tenant".

WITNESSETH THAT:

Upon the terms and conditions hereinafter stated, and in consideration of the payment hereinafter stipulated and the performance by the Tenant of the covenants herein contained, the Landlord does hereby lease, let and demise unto the Tenant, and the Tenant does hereby rent, lease and hire from the Landlord, upon the terms and conditions hereinafter stated, the Premises, as described below.

1. Premises

The Premises that shall be the subject matter of this lease agreement and to which Tenant shall be entitled to occupy in accordance with the terms hereof, shall be that certain portion of the Clermont Community Center as set forth in the building plan attached hereto as Exhibit "A". In addition to the office space, the Premises shall include access to and use of the lobby and restroom facilities, and use of the following areas:

a. General meeting space: One (1) time per month, Tenant shall have the right to use a general meeting room at the Clermont Community Center for Tenant's use as part of its usual business operation. The specific space to be used hereunder shall be at the discretion of Landlord, subject to availability and reserved by Tenant at least thirty (30) days in advance.

b. Large meeting space: Three (3) times per month, Tenant shall have the right to use two-thirds of the large meeting room at the Clermont Community Center for Tenant's use as part of its usual business operation. The specific space to be used hereunder shall be at the discretion of Landlord, subject to availability and reserved by Tenant at least ninety (90) days in advance.

c. Board Room: Three (3) times per month, Tenant shall have the right to use the Board Room at the Clermont Community Center for Tenant's use as part of its usual business operation and subject to availability.

d. Tenant agrees and acknowledges that any use in excess of that as described in a., b. and c. above shall require Tenant to pay applicable user fees as established by Landlord for the general public.

2. Term of Lease

This Lease shall be effective as of April 1, 2017 (the Commencement Date) and shall end on the fifth (5th) annual anniversary thereafter unless terminated as provided herein). The parties agree that provided the Tenant is not in default of any of the terms and conditions contained herein, the Lease term may, at Tenant's option, be extended for one successive five (5) year term.

3. Rent

The Tenant hereby covenants and agrees to pay the Landlord at its office or at other place as the Landlord may from time to time designate, as rent for the Premises, beginning on the Commencement Date and continuing on or before the first day of each month thereafter without notice or invoice as follows:

For the initial term of this Lease as to established under the provisions Paragraph 2 of this Lease, annual rental for the Premises shall be TWELVE THOUSAND TWO HUNDRED AND FORTY-FOUR DOLLARS and 80/100 (\$12,244.80) per year payable in equal monthly installments of ONE THOUSAND TWENTY DOLLARS and 40/100 (\$1,020.40) plus applicable sales tax, without offset or deduction except as otherwise set forth in this Lease. Each year during the initial term, as of the anniversary of the Commencement Date, the rental amount as set forth above, shall be adjusted and increased by the lesser of the applicable Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor (the Price Index) as of the anniversary date or TWO PERCENT (2%).

4. Option to Renew.

If Tenant is not in default under this Lease or any term hereof, Landlord grants to Tenant the option to renew and extend the term of this Lease for one (1) additional five (5) year term, which option shall be exercised by Tenant giving written notice to Landlord at least ninety (90) days before the expiration of the original term or any extension thereof. The rent for each extension term shall be the annual rent as of the expiration of the prior initial or renewal term (the Renewal Rate). Thereafter, each year during each renewal term, as of the anniversary of the Commencement Date, the Renewal Rental Rate as set forth above, shall be adjusted and increased by the greater of the applicable Consumer Price Index for Urban Wage Earners and Clerical Workers, U.S. City Average, published by the Bureau of Labor Statistics of the United States Department of Labor as of the anniversary date or TWO PERCENT (2%).

5. Acceptance of Premises, Signage, Use and Care of Leased Premises

A. Tenant acknowledges and agrees that the Premises are acceptable to the Tenant, without any defect or claims.

B. Tenant shall be entitled to maintain, at its expense, signage as approved by Landlord, in the reception area of the Clermont Community Center. Tenant shall not install or place any other signage, either permanent or temporary, of any kind on the exterior of the Clermont Community Center or anywhere outside of the interior portion of the Premises without Landlord prior written approval.

C. The above-described Premises shall be used by the Tenant for administrative offices and similar uses associated with Tenant's business operation. The Tenant's use shall be in accordance with all applicable laws and regulations.

D. The Tenant shall use and occupy the Premises in a careful, safe and proper manner and shall keep the Premises in a clean, sanitary and safe condition. The Tenant shall not use, or allow the Premises to be used for any purpose other than Permitted Uses and shall not use, or permit the Premises to be used for any unlawful, disreputable or immoral purpose or in any way that will injure the reputation of the Property or Landlord.

6. Peaceful Occupancy by Tenant

If Tenant shall fully observe and perform all of the covenants and conditions of this Lease on its part to be performed, the Landlord hereby covenants and agrees that the Tenant shall have the peaceful possession and quiet enjoyment of the Premises during the term hereof without any manner of interference or hindrance from the Landlord or any person or persons, lawfully claiming by, through or under the Landlord.

7. Utilities and Other Charges

Tenant agrees to pay for all insurance, telephone, internet, cable television and cleaning and janitorial services associated only with Tenant's use of the Premises. Landlord shall pay for electricity and water and sewer utility charges for the Clermont Community Center.

8. Repairs

A. Landlord shall keep and maintain the Clermont Community Center, including all HVAC systems in good condition and repair, reasonable wear and tear excepted.

B. Tenant shall keep and maintain the Premises in good condition and repair, reasonable wear and tear excepted.

C. The Tenant shall act promptly in making all reasonable repairs and shall have a reasonable time to complete the same unless Tenant is prevented from doing so by reason of strikes, governmental regulation, inability to obtain materials or other causes beyond the reasonable control of the Tenant.

D. In the event the Tenant does not make the repairs to the Premises required of it hereunder, the Landlord, after ten (10) days written notice to the Tenant, may proceed with such repairs and in such event the Tenant covenants and agrees to reimburse promptly the Landlord for the cost of such repair, plus ten percent (10%) of such costs for supervision. In such event, if payment of the amounts due the Landlord for paying the performing party is not made by the Tenant within thirty (30) days after presentation of statements therefore, such amounts shall earn interest at the maximum rate allowable by law and shall constitute a default of the terms and conditions of this agreement.

9. Insurance - Provided by Tenant

A. The Tenant covenants and agrees to provide and maintain, at all times during the term of this Lease policies of insurance insuring the Tenant and the Landlord against any and all claims, demands, actions and causes of action whatsoever for injuries received and damage to property in connection with the use, occupation, management and control of the Premises and the improvements thereon. Such policies of insurance shall insure the Landlord and the Tenant in an amount not less than ONE MILLION DOLLARS (\$1,000,000) to cover claims of any one person from any single or specific cause and in an amount not less than TWO MILLION DOLLARS (\$2,000,000) to cover, in connection with any one particular accident or occurrence, the total aggregate of claims that may arise or to be claimed to have arisen against the Landlord or the Tenant, as aforesaid. Nothing herein shall be construed as a waiver, either in whole or in part of City's right of sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

B. The Landlord will review the aforementioned liability coverages every five years, beginning as of the Commencement Date to verify the average market or industry standard for liability insurance related to the operation of an office to determine if there is sufficient liability coverages. If the Landlord, after review of the surveys, acting reasonably, deems the liability coverages are inadequate, Tenant shall supply the coverage Landlord, acting reasonably, deems to be adequate at that period in time. At no time shall liability coverages ever decrease below what is stipulated in the preceding paragraphs.

10. Construction Liens

Any consent Landlord may give to Tenant to allow Tenant to construct improvements on the Premises including any alterations or additions thereto shall not be deemed improvements as may be required by an agreement between Landlord and Tenant, within the meaning of the Florida Construction Lien Law. All contractors, subcontractors, mechanics, laborers, materialmen and others who perform any work, labor or services, or furnish any material or otherwise participate in the construction of improvements on the Premises, are hereby given notice that the Tenant is not authorized to subject Landlord's interest in the Premises to any claim of contractors, sub contractors laborers, materialmen's liens, or other liens, and all persons dealing directly or indirectly with the Tenant may not look to the interest of the Landlord in the Premises as security for payment of such labor, services or materials.

If any Construction or other liens shall be filed against the Premises, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the Tenant or at or on the Premises, at the Tenant's request or direction or by reason of any changes, alterations or additions to the Premises, then, except for inchoate liens, the Tenant shall, within thirty (30) days after receipt of written notice from Landlord, either pay such lien or cause the same to be bonded off the Premises in the manner provided by law. The Tenant shall also defend on behalf of the Landlord, at the Tenant's sole cost and expense, including but not limited to reasonable attorney fees, any action, suit or proceeding which may be brought for the enforcement of such liens and the Tenant shall pay any damage and discharge any

judgment entered thereon.

11. Entry Upon the Premises

The Tenant covenants and agrees that the Landlord, its representatives, successors and assigns, shall have free access to the Premises at all reasonable times for the purpose of inspecting the same and for the purpose of making any alterations or repairs to the Premises that the Landlord may deem necessary for the safety or preservation of the Premises; provided, however, that such alterations or repairs have not been made by Tenant after written notice to Tenant of the necessity therefore in the time period specified by Landlord.

12. Hold Harmless

A. The Tenant covenants and agrees that the Tenant will indemnify and save harmless the Landlord from and against any and all liability, liens, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and causes of action of any kind, whether actual or alleged, arising from or related to, the use, occupation, management or control by Tenant of the Premises and the improvements thereon, or which may be the result of any actual or alleged breach, violation or nonperformance of any covenant, condition or agreement herein contained on the part of the Tenant except for claims based on the willful or negligent acts or inactions of Landlord. The Tenant covenants and agrees that the Tenant will, at the Tenant's expense, defend any and all such actions, suits or proceedings which may be brought against the Landlord or in which the Landlord may be impleaded with others in any such action or proceedings, at all levels, including appeal, to which the Landlord may be a party.

B. In the Event the Tenant fails to perform under the provisions of A. above, within ten (10) days after due notice, the Landlord may at its option, take whatever reasonable action the Landlord reasonably deems necessary to cure the Tenant's failure to perform, and the Tenant agrees to pay the Landlord as additional rent hereunder for all damages, costs, fees, expenses, judgments, charges and reasonable attorneys' fees incurred by the Landlord in exercising its rights under this Lease.

13. Destruction of Premises

A. The Landlord and the Tenant covenant and agree that in the event the Premises shall be wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent that the Premises shall be rendered wholly untenable, then Tenant may elect, within twenty (20) days after such damage, to terminate this Lease by giving the Landlord written notice of termination. If Tenant should so elect, if requested by Landlord, Tenant agrees to restore the premises to its condition immediately prior to the effective date of this Lease. If the Premises shall suffer damage but not rendered wholly untenable by any such casualty, or in the event the Premises are rendered wholly untenable and the option to terminate is not exercised, the Tenant covenants and agrees to proceed promptly without expense to the Landlord to repair the damage. It is understood and agreed that the Tenant shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and

materials, government regulations, strikes, walkouts and causes beyond the control of the Tenant, which causes shall not be construed as limited factors, but as exemplary only. Tenant's Insurance proceeds shall be used, to the extent available, to effect such repairs.

14. Removal of Personal Property by Tenant

A. Except as hereinabove otherwise provided, all of the furniture, furnishings, trade fixtures, and other personal property or equipment used on the Premises by the Tenant and paid for by it shall remain the property of the Tenant and may be removed by the Tenant upon the expiration of the term, or termination, of this Lease, subject, however, to the limitations that (1) any such improvements, furniture, furnishings, trade fixtures, and equipment as are affixed to the Premises and require severance may be removed only if the Tenant shall repair any damage caused by such removal, and (2) the Tenant shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this lease.

B. The Landlord, following the termination, abandonment, surrender or release of this Lease, shall have the right to take possession of any goods, equipment, inventories, fixtures or other personal property of the Tenant which may be left upon the Premises, and may dispose of said property at a time and place designated by the Landlord's sole opinion, and upon notice of such disposition to any necessary parties. Any proceeds from such sale, lease or other disposition of the said property may be applied to:

1. Any costs incurred by the Landlord in retaking, holding, selling or otherwise disposing of the said property of the Tenant;

2. Any monies, which may be owing and unpaid under the provisions of this Lease Agreement;

15. Default

The following events shall constitute defaults hereunder by the Tenant:

A. Monetary Default. Failure to pay any charges required under the provisions of this Lease promptly when due;

B. Non-Monetary Default. Failure to fully and promptly perform and comply with each and every term, provision, covenant and condition of this Lease except for a Monetary Default as defined above.

C. An Event of Default shall have occurred in the event of a Monetary Default by Tenant and the continuance of such default for a period of three (3) days after written notice thereof, or in the event of a Non-Monetary Default and the continuation of such Non-Monetary Default for a period of twenty (20) days after written notice thereof, the Landlord may, at the Landlord's option and sole discretion, and in addition to any other remedy or right given hereunder or by law, without further demand or notice terminate this Lease on the date specified in said notice and retake possession of the Premises, including all improvements thereon. The remedies set forth herein shall not preclude the Landlord from enforcing any other remedy or right provided to the Landlord hereunder or by law. In all events, the Tenant shall remain liable for the payment of any and all

reasonable attorneys' fees and costs incurred by Landlord in enforcing any remedy set forth herein or provided by law or otherwise.

16. Termination for Convenience

Either party may terminate this agreement without cause upon delivery to the non-terminating party a written notice of intent to terminate one (1) year prior to the effective date of the termination. The Notice shall be delivered by registered or certified mail to the address listed herein.

17. Force Majeure

Whenever any non-monetary performance is required of Tenant hereunder, then Tenant will be permitted to effect such performance within the time period provided therefore in this lease, or if, for reasons beyond Tenant's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond Tenant's reasonable control, provided that Tenant commences such performance (or cure) as soon as reasonably possible and diligently pursues such performance or cure.

18. Bankruptcy of Tenant

To the extent now or hereinafter permitted by applicable law the filing by, or against Tenant of a petition in bankruptcy or other similar proceedings under law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator, or trustee in bankruptcy of the Premises and improvements thereon and such petition or petitions is not discharged or vacated within one hundred twenty (120) calendar days after the filing thereof; or if Tenant becomes insolvent or unable

to pay its debts as they mature or makes an assignment for the benefit of creditors or request or consents to the appointment of a receiver, custodian, liquidator or trustee in bankruptcy of any such party's property or files a petition in bankruptcy or other similar proceedings under law for relief of debtors, then upon the occurrence of any of the above events, Landlord may, at its option, declare Tenant in default hereunder and immediately give Tenant written notice of its intention to terminate this Lease.

19. Cumulative Rights/Waiver of Covenants by Landlord

The rights of the Landlord under this Lease shall be cumulative and nonexclusive as to those provided by statute. No consent or waiver by the Landlord to or of any breach of any covenant, condition or duty of the Tenant shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty of the Tenant. No such consent or waiver shall be valid unless in writing, signed by the Landlord, and no such consent or waiver shall be implied by the failure of the Landlord to declare a forfeiture or for any other reason.

20. Subletting of Premises by Tenant

Tenant may not assign, transfer, mortgage, pledge, hypothecate or encumber this Lease, or an interest therein, nor sublet the Premises or any part thereof, nor permit the use of the Premises by any person other than the Tenant and its employees, without the prior written consent of the Landlord. Consent to one assignment or sublease shall not eliminate or waive this provision, and all other assignments and subleases shall likewise be made only upon the prior written consent of the Landlord pursuant to the provisions of this Paragraph.

21. Surrender of Premises Upon Termination

The Tenant covenants and agrees that upon the termination of this Lease, whether by lapse of time or otherwise, it will, at once, peaceably and quietly, vacate, surrender and deliver up to the Landlord, all of the Premises in as good condition and repair as upon delivery of possession to the Tenant, ordinary wear and tear and damage by fire or other casualty only excepted.

22. Time

It is covenanted and agreed between the parties hereto that time is of the essence in this Lease and this provision shall apply to all terms and conditions contained herein.

23. Mutual Covenants

Except as hereinbefore or otherwise specifically provided, the covenants, agreements, conditions, obligations and provisions herein contained shall extend to, bind and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns, and wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be deemed to mean "Landlords" or "Tenants", respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

24. Attorneys' Fees

Landlord and Tenant each agree to pay to the prevailing party, on demand, all costs and expenses and reasonable attorneys' fees, including costs and expenses and reasonable attorneys' fees, at all levels, including bankruptcy and appeal, incurred by the prevailing party with respect to the enforcement or declaration of any of the rights or remedies or obligations of either of them, whether

arising under this Lease or granted, permitted or imposed by law or otherwise, and with respect to the collection of any part of said rent or other charges and sums of money herein reserved or required by either of them to be paid or met.

25. No Partnership

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of Tenant's business or otherwise, or a joint venturer, or member of a joint enterprise with Tenant.

26. Liability of Landlord

Landlord shall not be responsible in any manner for any loss of or damage to the Premises, or injury to persons resulting, occurring on or about the transfer station, by reason of any future condition, defect, matter, thing, action or inaction, or for the acts, omissions or negligence of other persons or Tenant in or about said premises, unless said injury or loss results from the direct negligence of Landlord. Nothing herein shall be construed as a waiver, either in whole or in part of Landlord's right of sovereign immunity as provided by Section 768.28, Florida Statutes, or its successor.

27. Dispute Mediation

Any dispute arising out of this Agreement, the construction, interpretation or performance thereof, shall be submitted to non-binding mediation by a duly qualified and certified mediator practicing in Lake County, Florida, and no action at law or in equity shall be filed in any state or federal court by either party hereto against the other until such time as the mediator has declared an impasse.

28. Miscellaneous

A. No Discrimination. Tenant agrees that in carrying out its obligations under this Agreement it will not discriminate in any manner on the basis of race or religion.

B. Tenant Employee Conduct. Tenant personnel shall conduct their actions and business in accordance with all applicable laws, regulations and policies.

C. Written Notice. Written notice shall be given to the Parties at the following addresses or such other place or other person, as each Party shall designate by similar notice.

As to Tenant:

South Lake Chamber of Commerce, Inc.
620 W. Montrose Street
Clermont, Florida 34711
Attention: President

As to the Landlord:

City of Clermont
685 W. Montrose Street
Clermont, Florida 34711
Attention: City Manager

E. **Governing Law.**

This Agreement shall be governed by the laws of the State of Florida. Venue for any action hereunder shall be in Lake County, Florida.

F. **Entire Agreement Severability.**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be amended, modified or rescinded,

unless otherwise provided in this Agreement, except in writing and signed by all parties hereto. Should any provision of this Agreement be declared to be invalid by any act of law or court or administrative determination, the remaining provisions of this Agreement shall remain in full force and effect unless such provision which is found to be invalid substantially alters the benefits of the Agreement for either Party.

G. Specific Performance.

It is understood and agreed between the Parties that there will be irreparable damage in the event that this Agreement is not specifically enforced. In the event any dispute arises under this Agreement, either party hereto shall be entitled to specific performance of the terms, conditions and agreements set forth in this Agreement. The remedy of Specific Performance shall be cumulative and not exclusive, and shall be in addition to any other remedy, which the Parties may have.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officers, and copies delivered to each Party, as of the day and year first above stated.

Attest:

City of Clermont

By: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Gail L. Ash, Mayor

Date: _____

South Lake Chamber of Commerce, Inc.

Witness

By: _____
_____, President

Printed Name

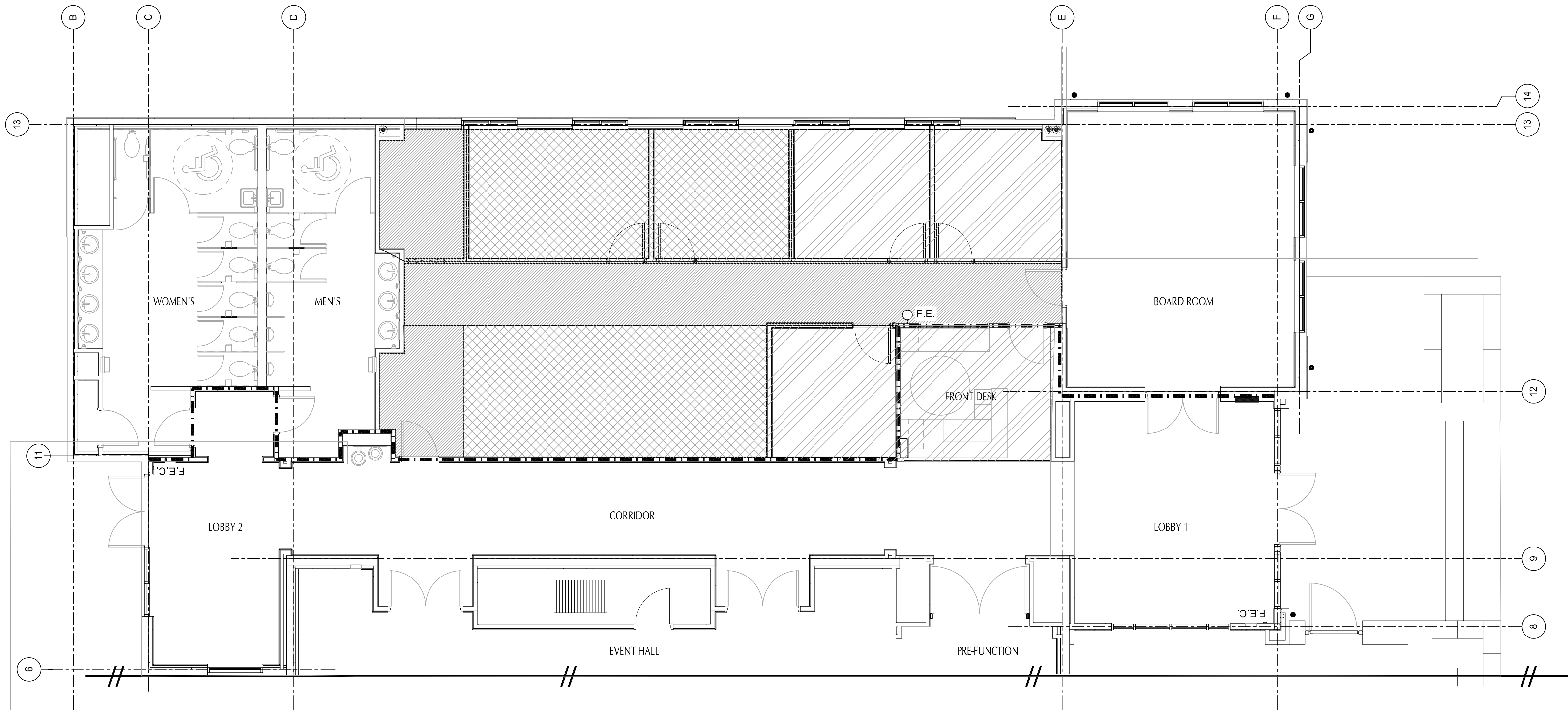
Date: _____

Witness

Printed Name

FLOOR PLAN SYMBOL LEGEND:

- COMMUNITY BUILDING AREA
- COMMON AREA = 448 S.Q.F.T.
- S.L. CHAMBER OF COMMERCE AREA = 767 S.Q.F.T.
- CITY OFFICE AREA = 522 S.Q.F.T.



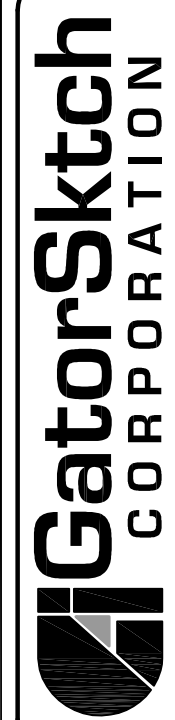
FLOOR PLAN

SCALE 3/16" = 1'-0"



PERMIT SUBMISSION	11-16-2011

PREPARED FOR
S. Lake Chamber of Commerce
Jenkins Auditorium Office Build-Out
Montrose St. Clermont, FL



GatorSketch
CORPORATION

AA26002310
1000 EAST HIGHWAY 50, STE 201A, CLERMONT, FL 34711
PH: (407)608-5677 FAX: (888)996-4614
Web Site: www.gatorsketch.com

SIGN DATE

CONSTRUCTION DOCUMENTS

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EXTENT OF THE LAW.

FLOOR
PLAN

A3.1

ISSUE
DATE 11-23-16

JOB # GC-16-050



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Resolution No. 2017-06 <i>Fire Strategic Plan</i>		
Requested Action		
Request City Council accept and approve via resolution the Clermont Fire Department Strategic Plan. Fiscal impact of the plan will be identified annually during the budget development process.		
Staff Report		
The strategic plan is needed to fulfill the requirements of the Accreditation Process. More importantly, the strategic plan will serve as a guiding document for the development of the Fire Department over the next 5 years.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	resolution Fire Department Strategic Plan	2017-06 FD 2017-2022 Strategic Plan council resolution.doc
2.	Fire Department Strategic Plan	strategic plan final 2.3.17.pdf

CITY OF CLERMONT
RESOLUTION NO. 2017-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA ADOPTING THE FIRE DEPARTMENT STRATEGIC PLAN FOR YEARS 2017-2022; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont desires to adopt the Fire Department Strategic Plan for years 2017-2022;

NOW, THEREFORE, BE IT RESOLVED, that the Fire Department Strategic Plan for years 2017-2022 is hereby adopted as follows:

SECTION 1.

The City Council does hereby adopt the Fire Department Strategic Plan for years 2017-2022 as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Fire Department Strategic Plan for years 2017-2022 by resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2.

Any resolution previously adopted by the City Council and in conflict herewith is hereby repealed to the extent of the conflict.

SECTION 3.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-06

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida 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

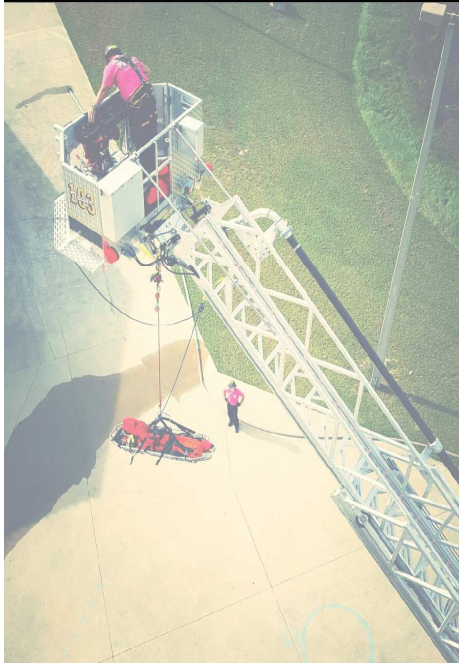


Strategic Plan

2017 - 2022



CITY OF
CLERMONT



FLORIDA





CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2017-2022



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CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2017-2022



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CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2017-2022



Organizational Background

The City of Clermont was founded in 1884 and incorporated in 1916. The area was primarily agricultural with miles and miles of citrus orchards covering the hilly landscape.



The Citrus Tower 1956 ¹

The Citrus Tower is a 226-foot-tall (69 m) structure built in 1956 in Clermont, Florida. Once the most famous landmark of the Orlando area, it was built to allow visitors to observe the miles of orange groves surrounding it; developments in the citrus industry since its construction have left it providing a view of suburban neighborhoods today. With the antenna reaching over 500 feet (152 m) above sea level, it is the highest observation point in Florida.”² The tower attracted 500,000 visitors per year until 1986 when a series devastating freezes killed much of the Citrus.

¹ <https://www.floridamemory.com/items/show/1716>

² https://en.wikipedia.org/wiki/Florida_Citrus_Tower



CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



Land became more valuable as development opportunities and Clermont began to grow. According to Citydata, Clermont had just 9,333 residents in 2000. Today just 15 years later, the city has approximately 37,000 residents. The number of residents has more than tripled in just 15 years.

The Clermont Fire Department has grown as well. Established in 1923 as a volunteer department and remaining all volunteer until 1999, the Fire Department has experienced rapid growth. Clermont Fire department began utilizing paid firefighters in 1999, with one paid fire fighter assigned to Engine 101. By 2013 Clermont Fire Department was operating three stations and four pieces of apparatus. Station #4 opened in August of 2016. All Clermont Fire Department apparatus have been ALS since 2001. Clermont Fire Department also provides Haz-Mat, technical rescue and extrication response services.

Clermont Fire Department responded to 3,113 calls for assistance in 2009. The department responded to 5,376 alarms in 2015 and is projected to respond to 6,049 alarms in 2016.

In May of 2016, the City of Clermont was evaluated and received an ISO public protection classification rated of 2. This is an assessment of firefighting ability, water supply and the ability of the jurisdiction to answer calls for assistance. The evaluation is conducted by the Insurance Service Organization. ISO Public Classification Rating range from a “10” (worst) to a “1” (best). Over 48,000 fire protection areas have been evaluated and classified. Currently, 538 departments nationally have been rated as a “2”, in Florida, 765 departments have been evaluated and 31 have received a PPR of 2.⁴

Clermont is now seeking accreditation through the Commission on Fire Accreditation International. Clermont Fire Department is committed to continuous quality and service improvement.

³. <http://www.city-data.com/city/Clermont-Florida.html>

⁴. <https://www.isomitigation.com/program-works/facts-and-figures-about-ppc-codes-around-the-country.html>

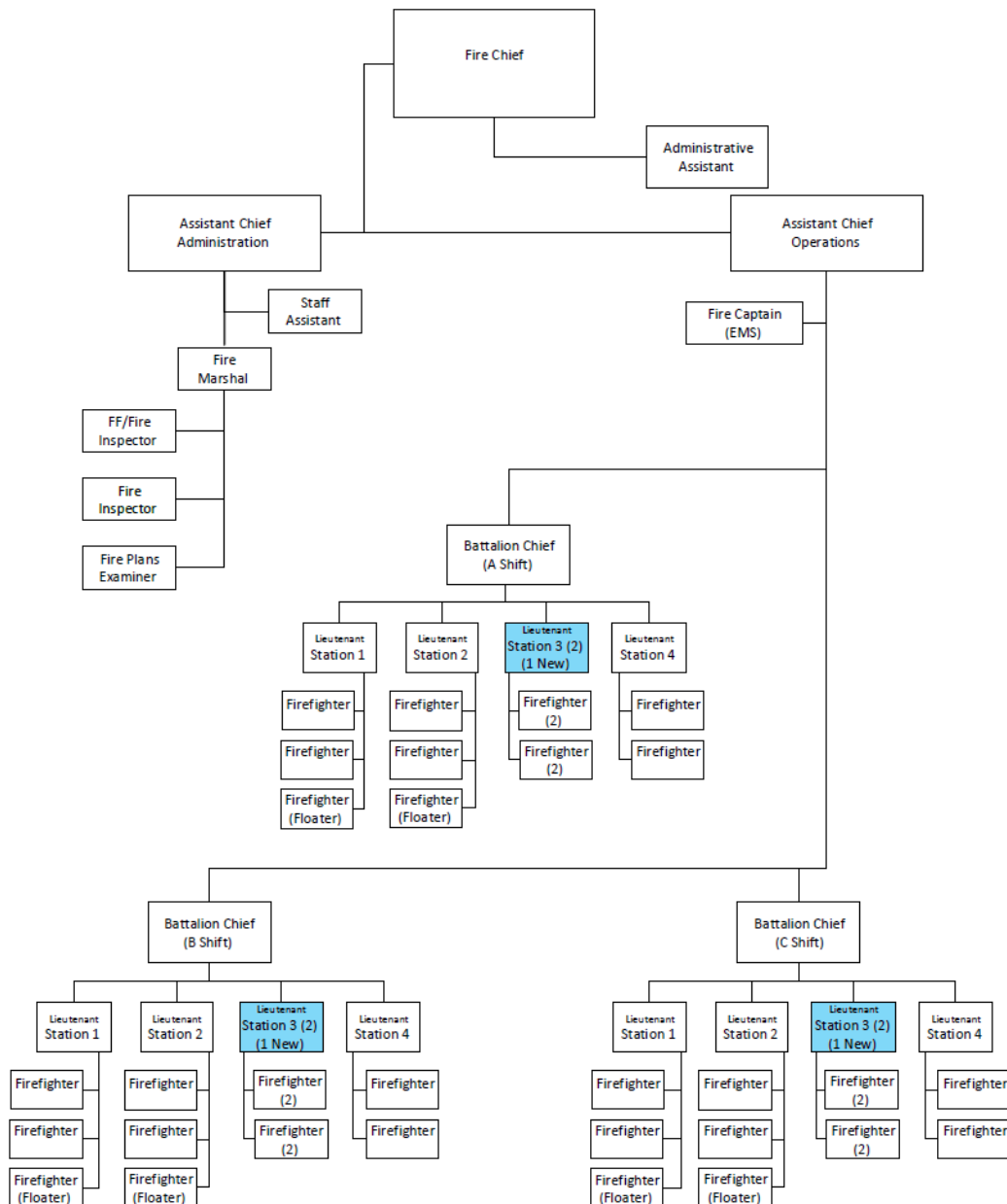


CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



Organizational Structure FY 2015/16



Note: * Blue indicates new positions for 2015-2016



CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



Strategic Planning

What is strategic planning? Strategic planning is a “disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does, and why it does it.”⁵

Traditionally, strategic planning was conducted by military and for-profit companies. In the 1980s, the public sector recognized the value of strategic planning to taxpayers and other stakeholders. While the focus of strategic planning in the public sector is not maximizing profit, it is about maximizing effectiveness and efficiencies so that the tax payer is realizing maximum value for their tax dollar.

There are a number of benefits to the organization to engage in strategic planning:

1. “It promotes strategic thought and action. By looking at the organization strategically, it forces the organization to gather information from internal and external sources to clearly identify what the organization is supposed to do, if it is doing it well and what it needs to do bring expectations into alignment with reality.
2. Strategic planning improves critical decision making by giving the decision makers a broader perspective of the issue. Decisions are made with the future consequences in mind.
3. Because the strategic planning process involves people from across the organization, and external stakeholders, there is a clearer sense of purpose and awareness of organizational strengths and weaknesses. The organization is better able to respond to rapidly changing circumstances.
4. Policy makers and decision makers are better able to fulfill their roles because there is a clear direction.”⁶

Strategic planning is especially important for organizations in rapidly changing environments. Clermont is changing rapidly. The City has experienced rapid growth in both population and

⁵ Bryson, John M. , *Strategic Planning for Public and Nonprofit Organizations, A Guide to Strengthening and Sustaining Organizational Achievement*, Revised edition (San Francisco: Jossey-Bass Publishers), 4-5.

⁶ Ibid, 7



CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



land mass. It is critical to efficient and effective operations that the Fire Department properly plan for this growth.

The Strategic Planning Process:

Forbes suggests a five-step process:⁷

1. Determine where we are now
 - a. Identify real competencies, not perceived competencies.
 - b. Identify the organization's strengths, weaknesses, opportunities and threats.
 - c. Conduct internal and external stakeholder reviews.
2. Identify what is important
 - a. Define the mission of the Clermont Fire Department: (markets, customers, services, etc.) and vision (What does the future of Clermont Fire Department look like?)
 - b. Determine what the priority issues are.
3. Establish SMART⁸ goals and objectives to address these issues.
4. Identify who in the organization will be responsible for each goal or objective.
 - a. Each objective and or goal should identify the necessary budget or other resources necessary to meet the goal.
5. Review and refine.

Process and Acknowledgements

The Clermont Fire Department acknowledges and thanks the external stakeholders from the community and internal stakeholders who are members of the Fire Department who participated in the Community-Driven Strategic Planning Process. The process was also aided significantly by input from Chief Carle Bishop and the city's communications director.

⁷ <http://www.forbes.com/sites/aileron/2011/10/25/five-steps-to-a-strategic-plan/#7158c64661af>

⁸ Management Review. November 1981 George Doran, Arthur Miller, and James Cunningham



CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



Methodology

The facilitator for the external and internal work groups was the City of Clermont's Communications Director and Public Information Officer Doris Bloodsworth who has 12 years' experience in public relations and marketing and is nationally certified as an APR in public relations. Her training included conducting strategic research such as focus groups, SWOT analysis and opinion polls. She graduated with highest honors in communications from the University of Florida.

In order to facilitate the development of a strategic plan for the Clermont Fire Department's future planning, it was determined that the city's communications director would use formal tactics to capture the opinions and perceptions of an external stakeholders group that was representative of the community and a second group that was made up of internal stakeholders – members of the Clermont Fire Department.

To get the most objective results, both sessions were held at similar times in a neutral location: the Clermont City Center. All participants were volunteers.

Before the sessions were conducted, Assistant Fire Chief Kathy Johnston, who is in charge of the fire department's accreditation application, met with Mrs. Bloodsworth and selected members of the Fire Department on March 28, 2016, to go over goals and benefits of the accreditation process. Assistant Fire Chief Johnston assigned areas of responsibility to coordinate information needed for the accreditation application. Subsequently, Mrs. Bloodsworth and Assistant Fire Chief Johnston discussed best practices and agreed on the questions that would be asked of the participants.

Input received from the work sessions revolved around community expectations, concerns and other comments that reflected perceptions of the Clermont Fire Department.

External Stakeholder Work Session

The participants in the external work group met on Thursday, June 16, 2016, from 9:30 a.m. – 11:30 a.m. The facilitator was Clermont Communications Director Doris Bloodsworth, APR.



CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



The external work group participants were as follows:

Clermont Fire Depart External Stakeholders	
Participant's Name	Title
Richard Chapman	Risk Manager, ACH of America
Kimberly Couch	Director, of South Lake Hospital's Community Relations and the National Training Center
Chris Dudeck	Program Manager, Parks and Recreation Department
Cheryl Fishel	President, Cheryl Fishel Event Management
Ralph Habermehl	Operations Manager, Lake EMS
Curt Henschel	Planning Manager, Development Services
Duane Land	Manager, Environmental Services
Joe McMahon	Chief, Public Works Operations
Daphne Nedd	Retired School Teacher
Lacy Smith-Castillo	Finance Manager
Sgt. Shane Strickland	Clermont Police Department

Environment for the External Work Group



Clermont City Center



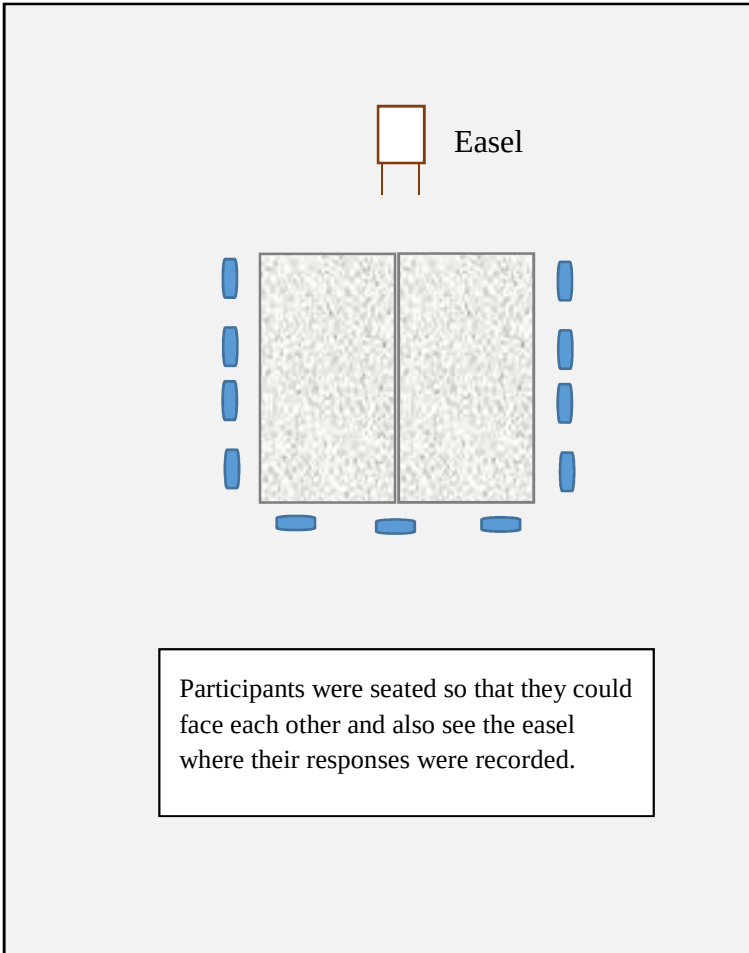
Meeting Room



CLERMONT FIRE DEPARTMENT STRATEGIC PLAN 2016-2021



Layout of the Meeting Room





CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



External Stakeholder Group Findings

The Clermont Fire Department has a longstanding reputation and commitment to serve the community at the highest level of excellence.

Clermont Fire Department Mission Statement

Our goal: to protect the life and property of our customers – the citizens and visitors of the City of Clermont – by providing public-safety services, fire suppression, fire prevention and education, advanced life support emergency medical services and hazardous incident mitigation at the highest level of service in a courteous and ethical manner.

This mission statement is underscored by a similar commitment expressed in the mission statement of the City of Clermont, the Choice of Champions® to which the Clermont Fire Department subscribes:

City of Clermont Employees' Mission Statement

To preserve and enhance the quality of life of the Clermont community by providing exceptional services.

Community Perceptions and Priorities

In order to make strategic plans for the future, the Clermont Fire Department invited representatives from the community to a work session that focused on the community's needs and expectation of the department.

The external work session was divided into two parts. The first part was conducted as a focus group in which participants could share their responses to open-ended questions. The second part was a traditional SWOT (strengths, weaknesses, opportunities, threats) session.

What follows are the focus group questions and responses from the **external** stakeholders.



CLERMONT FIRE DEPARTMENT

STRATEGIC PLAN 2016-2021



FOCUS SESSION QUESTION #1 - Perception: What do you think about when you think about the Clermont Fire Department?

Listed in order of how participants responded

1. Community training (crowd control, fire extinguishers, Pig on the Pond)
2. Equipment (rescue, tower truck)
3. Community relations, events (library; great with kids)
4. Firefighters are friendly and approachable
5. Training
6. Public servants (good guys; committed)
7. Incident command
8. Professionalism
9. Cutting edge
10. Progressive
11. Willing to take the next step
12. Efficient
13. Confident in their professionalism
14. Clean equipment
15. Understaffed
16. Best in county
17. Noisy (sirens)
18. Knowledgeable
19. Easy to work with
20. Accessible
21. Health conscious
22. Safety awareness ("awesome")
23. Willing to be at events; volunteer
24. More community training (looking for exits, etc.)
25. Feel safe
26. Willingness to change batteries in smoke detectors
27. Smart, experienced
28. Strategic response
29. Respect, passion
30. Explorers
31. Action plans for events
32. Professionalism (friendliness, experience, treatment of people who are injured)
33. Can always count on them
34. Train daily (sophisticated, in-depth)
35. First in county to have paramedic on truck
36. Must-have equipment
37. Communicate well



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- 38. Open to new ideas
- 39. Rescuers

FOCUS SESSION QUESTION #2 - Satisfaction: How well do you think the Clermont Fire Department is doing?

Responses are listed in aggregate

Improved over past; continued progress = 1 participant

Great job = 1 participant

Well = 9 participant

FOCUS SESSION QUESTION #3 - Concerns: Do you have any concerns about the Clermont Fire Department as it pertains to the future?

Listed in the order of how participants responded

1. Annexation and keeping up (level of service)
2. Keeping up with water pressure
3. Interdepartmental communication
4. Staffing and pay
5. Support
6. ISBA and financial impact
7. ISBA – is it working?
8. Is pay high enough to keep the best?
9. Growth?
10. Does information trickle down?
11. Concerned about the rescue boat – will it fit under the bridge (over the Palatlakaha River)?
12. Joint station
13. Wellness Way (staffing for it)
14. Minneola's and other external growth
15. Noticing crime trends, including bomb threats and homeland security concerns
16. Transport

External Stakeholders' Perceptions of the Fire Department's Strengths, Weaknesses, Opportunities and Threats

Participants took a short break and then returned for a SWOT exercise. The SWOT analysis asked participants to share their perceptions of the Fire Department's **S**trengths, **W**eaknesses, **O**pportunities and **W**eaknesses.



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SWOT SESSION QUESTION #1 - Strengths: **What do you think are the Clermont Fire Department's STRENGTHS?**

Listed in the order of how participants responded

1. Good ISO rating
2. Employees
3. Competence
4. New equipment
5. Budget
6. Community support and respect
7. Reputation
8. Knowledge and training
9. Explorer program

One of the other participants agreed with employees.

Another participant agreed with employees and reputation.

SWOT SESSION QUESTION #2 - Weaknesses: **What do you think are the Clermont Fire Department's WEAKNESSES?**

Listed in the order of how participants responded

1. Salary?
2. Staffing level
3. Salary structure
4. Fewer training opportunities
5. Lack of support from upper management

Other participants said they did not know of any weaknesses.

SWOT SESSION QUESTION #3 - Opportunities: **What do you think are the Clermont Fire Department's OPPORTUNITIES?**

Listed in the order of how participants responded

1. Growth
2. Showcase their skills. Example: through stories in the media
3. Raise awareness
4. Training

The remaining participants agreed with all of the above responses.



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SWOT SESSION QUESTION #4 - Threats:

What do you think are the Clermont Fire Department's THREATS?

Listed in the order of how participants responded

1. Growth
2. Salaries/budget
3. Relying on grants
4. Recruiting
5. New rescue boat/expectations
6. Medicine evolving risk (of keeping up on the latest information)
7. High expectations (maintaining the high expectations of the community and standards they have set for themselves)
8. Homeland security

The remaining participants agreed with growth, salaries and high expectations.

Other comments

During 2013, the City of Clermont held a series of visioning sessions in which more than 1,000 members of the public participated. Here are some of the comments they made related to the Clermont Fire Department.

What are the primary assets of Clermont (that are owned by the city)?

1. Fire department
2. Chief Bishop/employees

What is the draw for businesses to relocate to Clermont?

1. Fire Department



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Internal Stakeholder Work Session

The participants in the internal work group met on Thursday, Sept. 8, 2016, from 1:30 p.m. – 3:30 p.m., at the same room in the Clermont City Center where the External Stakeholder Work Session was held.

Similar methodology was employed for the session. The goal was to capture the perceptions of Clermont Fire Department personnel about their department. The first part of the work session was devoted to focus-group tactics. The second half was a SWOT (strengths, weaknesses, opportunities, threats) exercise.

The facilitator was Clermont Communications Director Doris Bloodsworth, APR.
The internal work group participants were as follows:

Clermont Fire Department Internal Stakeholders	
Participant's Name	Title
Rick Casler	Firefighter/Paramedic
Brian Hawthorne	Firefighter/Inspector
Judd Lent	Firefighter/Paramedic
Pamela McDuffee	Administrative Assistant & PIO
Jennifer Pierce	Firefighter/Inspector
Alan Pun	Lieutenant - Firefighter
Erik Strange	Lieutenant - Firefighter

Also met in a neutral location at the City Center



Clermont City Center



Meeting Room

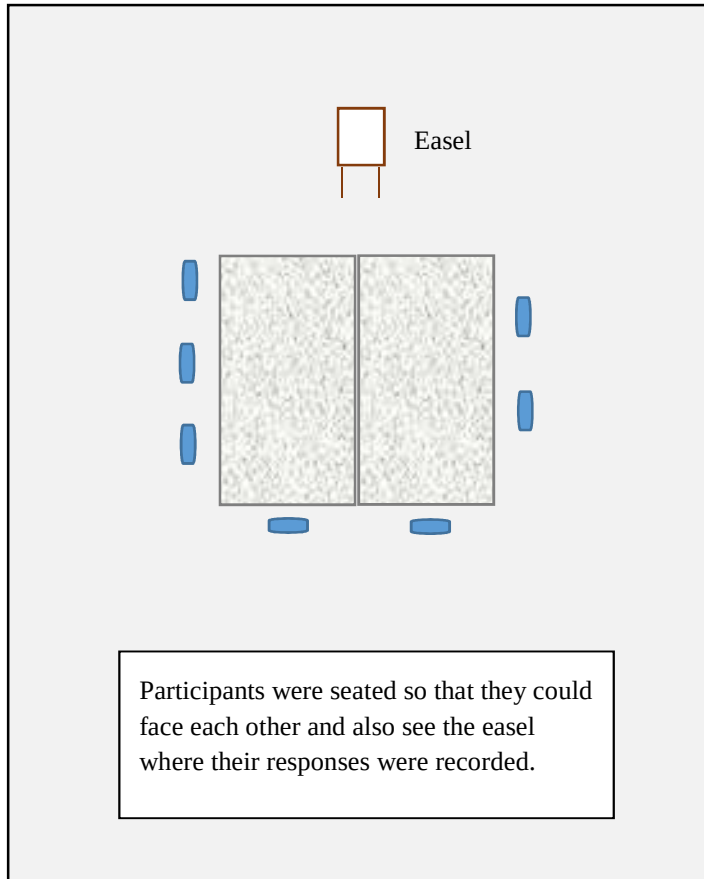


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Layout of the Meeting Room





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FOCUS SESSION QUESTION #1 - Perception:
How do you view the Clermont Fire Department,
with 1 being “unfavorable” and 10 being “favorable”
and 5 and 6 being in the “neutral” range?

Listed in aggregate

Two people ranked the department as a 7.
Three people ranked the department as an 8.
Two people ranked the department as a 9.
All ratings were in the favorable range.

FOCUS SESSION QUESTION #2 - Services:
How important are the services the department currently provides?
The scale was 1 = “not important” up to 5 = “very important.”

Listed in aggregate

Category	# of participants	Rating
Fire Suppression Activities	7	5
Medical Response/Advanced Life Support	7	5
Fire Prevention/Codes Enforcement	5	5
	1	4
	1	3
Fire and Life-Safety Education Programs	2	5
	5	4
Special Operations Response	1	4
	4	3
	2	1
Disaster Response	2	4
	4	3
	1	1



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FOCUS SESSION QUESTION #3 - Recommendations: **What recommendations would you like to make for improving the fire department's services and/or programs?**

Listed in order of how participants responded

1. Special operations personnel lack equipment they may need.
2. Need more training for natural disasters.
3. Feeling overwhelmed by Clermont's rapid growth.
4. The number of events that the city and community put on are overloading the department.
5. May need more staff for events and staff per truck.
6. Balance work and personal time because of the high-risk nature of our jobs.
7. More personnel needed for fire-prevention education.
8. Dedicate a position for training officer.

FOCUS SESSION QUESTION #4 - Consensus: **What services does the Clermont Fire Department provide?**

Listed in order of how participants responded

1. Car-seat installation by appointment. *It was noted that South Lake Hospital expects this service from the Clermont Fire Department even though other hospitals tend to have technicians on staff.*
2. Fire and EMS services
3. Smoke-detector installation
4. Fire-safety education
5. Crisis management
6. Surface-water rescues
7. Crowd management
8. Hazard-materials response
9. Mutual aid to other fire departments

FOCUS SESSION QUESTION #5 – Public Expectations: **In what areas does the Clermont Fire Department meet or exceed public expectations?**

Listed in aggregate of responses

1. Response times
2. Customer service
3. Education
4. Trucks



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FOCUS SESSION QUESTION #6 – Additional Services: What service is not offered that you would add?

Listed in aggregate of responses

1. Transport – more care and faster
2. Billing
3. Anecdotal note: Most other departments pay for additional training

FOCUS SESSION QUESTION #7 - Improvements: What area or service do you think could be improved?

Listed in order of how participants responded

1. Staffing
2. Training
3. Health and fitness
4. Education (raise awareness of each other's departments and raise awareness to the chief)
5. Educational incentives, especially for paramedics
6. Need more staffing for fire inspections
7. Positive recognition
 - a. Annual awards – fire department only (as opposed to HR)
 - b. Focus on acknowledgement instead of punitive actions

Internal Stakeholders' Perceptions of the Fire Department's Strengths, Weaknesses, Opportunities and Threats

Participants took a short break and then returned for a SWOT exercise. The SWOT analysis asked participants to share their perceptions of the Fire Department's Strengths, Weaknesses, Opportunities and Weaknesses.



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SWOT SESSION QUESTION #1 - Strengths: **What do you think are the Clermont Fire Department's STRENGTHS?**

Listed in the order of how participants responded

1. Level of training
2. Personal aptitude
3. Response time
4. High-level of customer service
5. Fitness
6. Equipment
7. Dedicated and motivated
8. Close-knit
9. Pride

SWOT SESSION QUESTION #2 - Weaknesses: **What do you think are the Clermont Fire Department's WEAKNESSES?**

Listed in the order of how participants responded

1. Training
2. Staffing
3. Communication – through committees and community leaders instead of more direct opportunities with upper management and community
4. Directions and directives instead of more meaningful communication
5. Have to wear too many hats
6. Lack of city protocol
7. Difference between change and growth

SWOT SESSION QUESTION #3 - Opportunities: **What do you think are the Clermont Fire Department's OPPORTUNITIES?**

Listed in the order of how participants responded

1. Premier fire department staffing
2. Build relationships
3. Educate the public
4. Accreditation
5. Succession plan
6. Internal customer service
7. Truly promote champion image



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SWOT SESSION QUESTION #4 - Weaknesses:
What do you think are the Clermont Fire Department's THREATS?

Listed in the order of how participants responded

1. Not as progressive as other agencies
2. Environmental
3. Active shooters
4. Natural disasters
5. Homeland security
6. Morale
7. Consistency in leadership
8. City management compares us to smaller/lesser agencies

Critical issues and service gaps as identified by the internal (I) and external (E) focus groups

• Budget ○ Staffing (E and I) ▪ Inspectors (I) ▪ Paramedics (I) ○ Salary structure (E) ○ Limited training opportunities (E and I) ○ ISBA impact (E) ○ Support (E) ▪ Community training (E) ○ Equipment for special ops (I)	• Communication ○ Consistency (I) ▪ Written policies vs practiced policies ○ Trickle down (E) ○ Are community expectations reasonable (E)
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• Accountability ○ Too many hats to wear (I) ○ Consistency from leadership (I) ○ Training officer (E and I) ○ Keeping up with growth (E)	• Training ○ Training Officer (E and I) ○ Trends (E and I) ▪ Active shooter ▪ Natural disasters ▪ Homeland Security issues ▪ Violence against responders ○ Medicine an evolving risk-are we keeping up? (E)
• Community outreach ○ Crowd manager training (E) ○ Smoke detector program (E) ○ CPR/AED program (E)	• Growth (E & I) ○ Joint station will it work in long run (E) ○ Wellness way will there be funding for resources (E) ○ Minneola's growth, how will it impact Clermont? (E) ○ Annexation, maintaining service levels (E)
• Services ○ Transport (E and I)	



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Strategic Initiatives

To address Clermont Fire Department's critical issues and service gaps, the following goals and objectives have been formulated. The strategic initiatives will focus on the following areas:

- Budget and financial management
- Communication
- Accountability
- Training
- Community outreach
- Growth management
- Services

Goals and Objectives

To move an organization forward, the organization must have a direction. Leaders and managers must also be committed to the direction the organization has decided to take. Leaders and managers must believe in the direction and that they have the power to guide that direction. Setting goals and objectives assist leaders and managers in guiding the direction of the organization by giving them both purpose in managing and power in directing. Drucker found that objectives have both purpose and power. Their purpose is to facilitate the achievement of goals. Their power in assisting in the achievement of goals are not only useful for success, they are essential for success.⁹ The goals and objectives developed by CFD will serve as a road map for the department forward to achieve specific improvements and tasks. By setting goals and objectives, efforts are focused with obstacles and distractions minimized. Regular reports of progress and amendments will be shared with CFD leadership and managers.

As guardians of life safety, the United States fire and emergency services must expect, embrace, and adapt to change by continuing to define and adopt current administrative and operational best practices. To be competitive and sustainable in a changing environment, agencies must become change agents rather than reactionaries. - (Statement of National Significance #2 Wingspread Report 2016, Wingspread Conference at The Johnson Foundation Racine, Wisconsin)

⁹ William Cohen, Ph.D., The Power and Purpose of Objectives.



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Goals and Objectives Working Group

Brian Hawthorne Caleb Earhart Chris Ennis Chris King Dean Luginbuhl Erik Strange Jason Ness Jennifer Pierce Jeremiah Plasters Judd Lent Kenny Thompson Lee Drew Kathy Johnston	Alan Pun Marty Johnson Pamela McDuffee Robert Wozniak Russell Stromberg Ryan Vollmer Sean Sacco Steven Smith Thomas Bennett William Harrison Aaron Nickerson Luke Brear
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GOAL 1 EVALUATE AND IMPROVE INTERNAL AND EXTERNAL COMMUNICATIONS TO ENSURE CONSISTENCY AND ACCOUNTABILITY TO ALL STAKEHOLDERS.

The United States fire and emergency services must place importance on marketing and branding. Our ability to survive and thrive is dependent upon having the ability to communicate our value to the community. (Statement of National Significance #6, Wingspread Report 2016, Wingspread Conference at The Johnson Foundation Racine, Wisconsin)

OBJECTIVE 1A ESTABLISH PLAN FOR IMPROVING INTERDEPARTMENTAL COMMUNICATIONS, INTRADEPARTMENTAL COMMUNICATIONS AND COMMUNICATIONS EXTERNAL TO THE CITY

TIMEFRAME: 6 – 36 MONTHS

ASSIGNED TO: LT. STEVE SMITH, SEAN SACCO, JENNIFER PIERCE AND PAM MCDUFFEE

Critical Tasks

Update Department Operating Guidelines



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Funding Estimate

Capital Costs: None

Personnel Costs: Minimal

Consumable Costs: Minimal Contract Services

Costs: None

OBJECTIVE 1B UPDATE DEPARTMENT INTERNAL WRITTEN POLICIES

TIMEFRAME: 6 MONTHS

ASSIGNED TO: AC JOHNSTON

Critical Tasks

- Update Department Operating Guidelines
- Establish review committee for each Department Operating Guideline Series (Series 200, 400 and 600 completed)
- Assign lead to work with committee and keep them on track

Funding Estimate

Capital Costs: None

Personnel Costs: Minimal

Consumable Costs: Minimal

Contract Services Costs: None

OBJECTIVE 1C ESTABLISH A MECHANISM TO EVALUATE EFFECTIVENESS OF INTERNAL AND EXTERNAL COMMUNICATIONS

TIMEFRAME: 6 -24 MONTHS

ASSIGNED TO: LT. SMITH, INSP. PIERCE, FF. SACCO, PAM MCDUFFEE

Critical Tasks

- Create a point of service customer satisfaction survey instrument
- Create metrics to measure how well information is disseminated and understood

Funding Estimate

Capital Costs: None

Personnel Costs: Minimal

Consumable Costs: Minimal

Contract Services Costs: None



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OBJECTIVE 1D CREATE A CLERMONT STORY

TIMEFRAME: 6-12 MONTHS

ASSIGNED TO: LT. S. SMITH, PAM MCDUFFEE, BC T. BENNETT

Critical Tasks

- Develop several “stories” that relay Clermont FD mission, values, and services
- Create talking points for routine interviews
- Provide training for all personnel so that no matter who is interviewed the same message is given

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

GOAL 2 DEVELOP AND IDENTIFY A DEPARTMENT IDENTITY.

OBJECTIVE 2A IDENTIFY CFD CORE VALUES.

TIMEFRAME: 3 MONTHS

ASSIGNED TO: BATTALION CHIEF BENNETT

Critical Tasks

- Establish a focus group
- Evaluate SWOT and Stakeholder’s statements
- Poll department
- Identify core values

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None



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OBJECTIVE 2B EVALUATE AND REVISE CURRENT CFD MISSION STATEMENT.

TIMEFRAME: 6 MONTHS

ASSIGNED TO: BATTALION CHIEF BENNETT

Critical Tasks

- Establish focus group
- Examine current mission statement
- Determine accuracy, efficacy, and marketability to staff and the community
- Develop a new, up-to-date mission statement

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 2C Develop a department motto/creed.

TIMEFRAME: 9 MONTHS

ASSIGNED TO: BATTALION CHIEF BENNETT

Critical Tasks

- Establish a focus group
- Review core values, new CFD mission statement, and Clermont mission statement
- Develop a motto that elicits “buy-in,” expresses values, and expresses our identity

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None



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OBJECTIVE 2D ESTABLISH METHODS FOR COMMUNICATING OUR IDENTITY TO STAFF AND CITIZENS

The United States fire and emergency services must place importance on marketing and branding. Our ability to survive and thrive is dependent upon having the ability to communicate our value to the community. (Statement of National Significance #5, Wingspread Report 2016, Wingspread Conference at The Johnson Foundation Racine, Wisconsin)

TIMEFRAME: 12 MONTHS

ASSIGNED TO: BATTALION CHIEF BENNETT

Critical Tasks

- Develop a public relations plan to launch new identity
- Mission statement sign replaced
- Motto on stations, units, website, etc.
- Training sessions for crews to inform them of new identity, motto, and mission statements

Funding Estimate

Capital Costs:	Personnel Costs:	Minimal
Consumable Costs: Minimal	Contract Services Costs:	None

GOAL 3 DEVELOP, IMPLEMENT AND MAINTAIN AN EFFECTIVE AND COMPREHENSIVE ALL HAZARDS TRAINING PROGRAM

The United States fire and emergency services must prioritize an all hazards mitigation and response model that connects our customers with the necessary community resources, agencies, and services to produce safe and effective incident outcomes. (Statement of National Significance #11, Wingspread Report 2016, Wingspread Conference at The Johnson Foundation Racine, Wisconsin)

OBJECTIVE 3A IDENTIFY AND DEFINE FIRE, EMS, AND SPECIAL OPERATIONS TRAINING REQUIREMENTS



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TIMEFRAME: 12 MONTHS

ASSIGNED TO: TRAINING CAPTAIN, FF. LENT, LT. VOLLMER

Critical Tasks

- Determine all Fire and EMS, special operations statutory or other required training by topic and needed hours per year
 - o ISO
 - Company training
 - Officer training
 - Driver training
 - Facilities training
 - o OSHA
 - Haz Mat, operations and technician level
 - Confined space operations and technician level
 - Trench operations and technician level
 - Above and below grade-rescue
 - o NFPA
 - o Department of Labor
 - o State of Florida
 - o Medical Director

OBJECTIVE 3B CREATE A TRAINING CALENDAR

TIMEFRAME: 9 MONTHS

ASSIGNED TO:

- Create a training calendar to be ready by October 1, 2017 and then by October 1 every year thereafter
 - o Topics
 - o How to be delivered
 - TargetSolutions (voice over PowerPoint or video)
 - o Who will develop and facilitate
 - Timeline for completion of classes



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OBJECTIVE 3C DETERMINE COST FOR DELIVERY OF TRAINING

TIMEFRAME: 12 MONTHS

ASSIGNED TO: TRAINING CAPTAIN, AC JOHNSTON

- Develop a cost estimate for training to be delivered in FY18-19 by Jan. 31, 2018
 - o Development
 - o Delivery
 - o Facilities
 - o Instructors

GOAL 4 EVALUATE CURRENT STAFFING LEVELS AND DEVELOP A PLAN FOR GROWTH

TIMEFRAME: 9-12 MONTHS **ASSIGNED TO:** AC JOHNSTON, AC SILVESTRIS, BC BENNETT, LT. KING, LT. SMITH

Critical Tasks

- Identify staffing and service gaps to include support functions such as logistics
- Develop plan to fund and fill needed positions
- Develop plan for additional staff, facilities and apparatus to address growth...such as innovation way
- Develop a succession plan

OBJECTIVE 4A IDENTIFY VOCATIONAL, EDUCATIONAL, AND EXPERIENTIAL STANDARDS FOR EACH POSITION WITHIN THE DEPARTMENT.

TIMEFRAME: 6 MONTHS

ASSIGNED TO:

Critical Tasks

- Establish a focus group
- Determine formal education requirements for each position



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- Determine vocational requirements for each position
- Determine experiential requirements for each position
- Amend current DOGs, policy, etc. as needed

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 4B IDENTIFY, EVALUATE, AND/OR DEVELOP PROGRAMS TO ASSIST WITH CAREER DEVELOPMENT

TIMEFRAME: 6 MONTHS

ASSIGNED TO: TRAINING CAPTAIN, AC JOHNSTON

Critical Tasks

- Establish focus group
- Examine current programs (COA, RULT, RUBC)
- Determine effectiveness/ineffectiveness of current programs and methods
- Identify gaps within current programs and/or need for additional programs

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 4C DETERMINE HOW THE DEPARTMENT PLANS TO SUPPORT EMPLOYEE GROWTH, DEVELOPMENT AND RETENTION

TIMEFRAME: 9 MONTHS

ASSIGNED TO: TRAINING CAPTAIN

Critical Tasks

- Review the current training allowances
- Review city tuition reimbursement allotments
- Complete a cost analysis for training and education for each position



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- Determine how much of the cost of employee training and education shall be supplemented by the department per year

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 4D ESTABLISH A DOG DELINEATING THE PATH OF UPWARD MOBILITY WITHIN CFD AND THE REQUIREMENTS FOR SUCH

TIMEFRAME: 3 MONTHS

ASSIGNED TO: AC JOHNSTON, LT. BULL

Critical Tasks

- Identify requirements for promotion
- Identify developmental programs
- Identify educational and vocational assistance programs
- Create a flow chart including all of the above

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 4E WORK WITH HUMAN RESOURCES TO COMPLETE SALARY AND BENEFIT STUDY

Timeframe: 3 months

Assigned to: AC Johnston or designee

Critical Tasks

- Establish working group to research salary benefit package from departments who;
 - Are similar in size



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- Are from jurisdictions with similar revenue
- Have similar call volume
- Prepare comparative spreadsheet for submission to HR prior to them beginning their study beginning in April 2017

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

GOAL 5 EVALUATE AND/OR IMPROVE PUBLIC SAFETY EDUCATION

The United States fire and emergency services must proactively drive the research agenda and equipment design to effectively provide services based on community needs... (Statement of National Significance #13, Wingspread Report 2016, Wingspread Conference at The Johnson Foundation Racine, Wisconsin)

OBJECTIVE 5A ESTABLISH A PUBLIC EDUCATION COORDINATOR.

TIMEFRAME: 12 MONTHS

ASSIGNED TO: AC JOHNSTON

Critical Tasks

- Determine if a dedicated Public Educator is needed or if current staff members would be able to meet the needs of the agency
- Review budget to see what funding will allow
- Determine effectiveness/ineffectiveness of current programs and delivery methods

Funding Estimate

Capital Costs:	None	Personnel Costs:	Estimated \$60,000
Consumable Costs:	Minimal	Contract Services Costs:	None



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OBJECTIVE 5B IDENTIFY AND EVALUATE CURRENT PUBLIC SAFETY EDUCATION PRACTICES.

TIMEFRAME: 6 MONTHS

ASSIGNED TO: FIRE INSPECTOR PIERCE

Critical Tasks

- Establish focus group
- Examine current practices
- Determine effectiveness/ineffectiveness of current programs and delivery methods

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 5C IDENTIFY AND EVALUTATE ALTERNATIVE METHODS TO ENHANCE IMPROVE AND MEASURE CURRENT PRACTICES.

TIMEFRAME: 6 MONTHS

ASSIGNED TO: FIRE INSPECTOR PIERCE

Critical Tasks

- Investigate alternative programs and delivery methods.
- Report Findings.

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None



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OBJECTIVE 5D ESTABLISH A TRAINING SCHEDULE TO ENSURE CONSISTENCY AND ACCOUNTABILITY THROUGHOUT THE DEPARTMENT.

TIMEFRAME: 12 MONTHS

ASSIGNED TO: FIRE INSPECTOR PIERCE

Critical Tasks

- Set requirements for curriculum to be delivered
- Establish training calendar
- Establish follow-up and measurement tools to determine effectiveness of training

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 5E ESTABLISH A METHOD FOR TRACKING ALL DATA RELATED TO EDUCATION.

TIMEFRAME: 18 MONTHS

ASSIGNED TO: FIRE INSPECTOR PIERCE

Critical Tasks

- Establish a single location to track all data
- Establish testing measures to ensure effectiveness
- Establish an instructor/presentation evaluation form

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None



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GOAL 6 EVALUATE AND/OR IMPROVE THE FIRE CODE ENFORCEMENT AND FIRE PREVENTION PROGRAM

OBJECTIVE 6A IDENTIFY TARGET HAZARDS IN ALL ZONES.

TIMEFRAME: 6 MONTHS

ASSIGNED TO: FIRE MARSHAL HARRISON

Critical Tasks

- Establish a focus group
- Determine remaining Target Hazards based on OVAP scores and other community factors.

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 6B IDENTIFY AND EVALUATE CURRENT FIRE INSPECTION PROGRAM

TIMEFRAME: 6 MONTHS

ASSIGNED TO: FIRE MARSHAL HARRISON

Critical Tasks

- Establish focus group
- Examine current practices
- Determine effectiveness/ineffectiveness of current programs and methods

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None



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OBJECTIVE 6C IDENTIFY AND EVALUTATE CURRENT STAFFING LEVELS

TIMEFRAME: 6-12 MONTHS

ASSIGNED TO: FIRE MARSHAL HARRISON

Critical Tasks

- Compare and evaluate all duties of current staff members
- Determine if additional staff is needed
- Report Findings.

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 6D ESTABLISH AN INSPECTION SCHEDULE BASED ON DEGREE OF HAZARD AND STAFFING CAPABILITIES.

TIMEFRAME: 18 MONTHS

ASSIGNED TO: FIRE INSPECTOR PIERCE

Critical Tasks

- Set requirements for inspections to be completed
- Establish zones for inspectors
- Establish follow-up and measurement tools to determine effectiveness of inspection program/schedule

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None



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OBJECTIVE 6E ESTABLISH A METHOD FOR TRACKING ALL DATA RELATED TO FIRE INSPECTIONS.

TIMEFRAME: 6 MONTHS

ASSIGNED TO: FIRE INSPECTOR PIERCE

Critical Tasks

- Establish a single location to track all data
- Establish quality control measures to ensure effectiveness
- Report findings

Funding Estimate

Capital Costs: None Personnel Costs: Minimal
Consumable Costs

GOAL 7 ESTABLISH A CHECKS AND BALANCE SYSTEM OF ANNUAL BUDGETING THAT ENSURES THAT WHAT HAS BEEN APPROVED BY CITY COUNCIL IS FUNDED.

OBJECTIVE 7A ANALYZE PAST 3 YEAR BUDGET CYCLES TO DETERMINE IF BUDGETED ITEMS WERE PURCHASED AND IF NOT WHY NOT

TIMEFRAME: 6 MONTHS

ASSIGNED TO: AC JOHNSTON, FIRE MARSHAL HARRISON,

Critical Tasks

- Create spreadsheet with approved items vs purchased items
- Identify cause for item not being purchased

Funding Estimate

Capital Costs: None Personnel Costs: Minimal
Consumable Costs: Minimal Contract Services Costs: None



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OBJECTIVE 7B CREATE SPREADSHEET DETAILING APPROVED FUNDING AND PURCHASES

TIMEFRAME: 6 MONTHS
ASSIGNED TO: AC JOHNSTON

Critical Tasks

- Create spreadsheet with approved items vs purchased items
- Identify cause for item not being purchased

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

GOAL 8 IDENTIFY AND EVALUATE NEW TECHNOLOGY THAT WILL IMPROVE EFFICIENCY AND ENHANCE THE PRODUCTION OF METRICS THAT SUPPORT DAILY OPERATIONS AND PERFORMANCE

OBJECTIVE 8A ESTABLISH CRITICAL TASKS AND DEFINE PERFORMANCE GOALS (IF NOT IDENTIFIED) FOR FIRE, EMS, AND SPECIAL OPERATIONS SERVICE DELIVERY

TIMEFRAME: 6-36 MONTHS
ASSIGNED TO: JM JOHNSON, BC BENNETT, AC JOHNSTON, R. CASLER

Critical Tasks

- Analyze response time performance
 - o Call handling
 - o Turn out
 - o Travel
 - o Time for delivery of critical intervention
 - Water on the fire
 - Completion of primary search



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- Fire Out
- Recognition of shockable rhythm
- Delivery of first shock
- Establish patent air way
- Establish patent IV
- Determine what time to completion of each critical task should be

Funding Estimate

Capital Costs:	None	Personnel Costs:	Minimal
Consumable Costs:	Minimal	Contract Services Costs:	None

OBJECTIVE 8B IDENTIFY CAUSES OF RESPONSE TIME PERFORMANCE THAT DO NOT MEET GOALS

TIMEFRAME: 3 -24 MONTHS

ASSIGNED TO: AC SILVESTRIS, AC JOHNSTON

Critical Tasks

- Behavioral
- Technology
 - Opticom (traffic pre-emption device)
 - GIS application that considers time penalties for topography, and traffic calming devices
- Engineering
 - Doors that activate when station alerts sounds

Funding Estimate

- Capital Costs:
- Opticom- \$85,000
- Personnel Costs: GIS Training \$5000
- GIS enhancements \$10,000
- CAD modifications TBD
- Overhead doors activated by tones \$28,175
- Consumable Costs: TBD



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- Contract Services Costs: TBD

OBJECTIVE 8C DEVELOP AN IMPLEMENTATION PLAN FOR MONITORING OF CRITICAL TASK PERFORMANCE

TIMEFRAME: 3 -24 MONTHS

ASSIGNED TO: AC JOHNSTON, FM HARRISON

Critical Tasks

- Define performance expectations
- Ensure metrics can be captured and reported with existing reporting technology
- Identify who will be responsible for monitoring each critical task and how often performance should be reported.

Funding Estimate

Capital Costs: TBD

Personnel Costs: TBD

Consumable Costs: TBD

Contract Services Costs: TBD

OBJECTIVE 8D ASSESS THE NEED FOR FUTURE FIRE STATIONS AND IDENTIFY POTENTIAL STATION LOCATIONS

TIMEFRAME: 6 -36 MONTHS **ASSIGNED TO:** AC JOHNSTON, FM HARRISON, AC SILVESTRIS

Critical Tasks

- Establish working group
- Identify and prioritize areas of likely growth
- Identify potential locations for stations
 - Road access that maximizes response time
 - Suitable terrain
 - Availability and cost of land
 - Developer to provide land

Funding Estimate

Capital Costs: TBD

Personnel Costs: TBD

Consumable Costs: TBD

Contract Services Costs: TBD



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Vision

Members of the strategic planning working group were asked to review the department's Guiding Principles, the community expectations discussed during the external focus group session, and the department's goals and objectives and create a vision statement that encompasses the future hope of the Clermont Fire Department.

Clermont Fire Department Vision:

To be a world-class fire department in both the eyes of our community and in the results of our services. To be a pillar upon which our community can lean by providing well-equipped, highly-trained, exceptional personnel who respond swiftly to the emergent and non-emergent needs of the City of Clermont. Our vision is realized through constant evaluation and enhancement of those services, needs, and personnel. We are the few protecting many, we are the hope for those without, we are the Clermont Fire Department.

Performance Measurement

One of the most significant outcomes of the Accreditation process is the critical assessment the department makes of its business. The department must first understand where it came from and where it currently is in terms of service delivery, service array and how effective the services are. This requires the establishment of metrics. Performance measurement, in itself, is not enough to drive an organization to overall excellence. Excellent organizations require leadership, strategic planning, customer focus, staff development, and improvement processes. Measurable results can enhance the

discussion and understanding in all these areas. Metrics need to be monitored on both the input side of the service and the output (results) side. These metrics include cost, staff time, materials cost and other resources (**input**) used to produce an **output**. The number or quantity of inputs needed to produce a specific outcome measures **efficiency**. Customer satisfaction **service quality** or the degree of change (**outcome**) created by the input is also measured.

If you don't measure the results of your plan, you can't tell success from failure.

- *If you can't see success, you can't reward it.*
- *If you can't reward success, you're probably rewarding failure.*
- *If you can't see success, you can't learn from it.*
- *If you can't recognize failure, you can't correct it.*
- *If you can demonstrate results, you can win public support.*

Reinventing Government,
David Osborn and Ted Gaebler



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Glossary of Terms, Acronyms and Initialisms

Accreditation- The process where an organization evaluates the operations, policies, and procedures against a recognized set of industry best practices.

Acceptable Level of Risk- The level of risk allowed by established policies, operations procedures, and the governing body. The level of acceptable risk as it relates to life safety and public property must be defined and established by the governing body.

Advanced Life Support (ALS) - The highest level of prehospital care delivered by the department. Advanced life support techniques include advanced airway management, vascular access, cardiac monitoring and defibrillation, and medication administration. The goal of advanced life support is to deliver lifesaving medical interventions prior to arrival at a permanent healthcare facility such as a hospital.

Adequate- Meeting the defined objective without excess

Adverse Impact- The receipt of a lower rating or distribution of service than was indicated against a legally protected group.

Aerial- Also referred to as a ladder truck or aerial device. The actual portion of the ladder or tower truck that is a metal hydraulically and cable driven ladder that is capable of reaching above grade structures.

Alarm (Call) - Any dispatched call for service. May be an emergent (Emergency) or non-emergent (non-emergency) response.

Alarm Handling Time- The interval of time from the receipt of the alarm from the primary public safety answering point until the beginning of the transmission of the response information either by voice or electronic means to the emergency response facilities and/or apparatus in the field.



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Alarm Processing Time- The interval of time encompassing the receipt of an alarm by the dispatch center and the notification interval of the specific fire and medical companies that are indicated to respond.

Apparatus- Fire suppression, rescue, medical, wildland, and marine equipment as well as command and support vehicles used by the department and its surrounding agencies.

Asset- An item, person, or quality or perceived value. Property, apparatus, or equipment owned by the organization that is capable of meeting specific departmental, organizational, or community driven needs.

Analysis- the examination of elements, relationships, and interactions of the organization's events, operations, and policies.

Anecdotal Evidence- Information derived from observation or perceived events rather than objectively analyzed data.

ARC- Term used for the city's Arts and Recreation Facility.

Arson- The criminal act of intentional fire setting.

ATV (Gator) – All-terrain vehicle that has been adapted to carry two fire department personnel as well as medical equipment. This asset is generally deployed at special events where conventional response would be delayed because of access and/ or crowds.

Authority Having Jurisdiction (AHJ) - The organization, office, or individual who responsible for enforcement of codes or standards, or for approving equipment, materials, installations, or policies and procedures.

Automatic Aid- The automatic dispatching of non-agency units to calls outside their respective boundaries based on response agreements between neighboring jurisdictions. Automatic Aid



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Agreements help to provide a higher level of service as well as reduced response times based on asset location at the time of service.

Automated External Defibrillator (AED) - Electronic defibrillation device that is capable of delivering an electrical shock to a patient in cardiac arrest. AED's are designed for use by trained citizens, employees, as well as BLS providers. AED's are made available in public buildings as well as high risk occupancies throughout the jurisdiction.

Baseline- The current measurement of an agency's performance. This data set is used as the initial set to which comparisons about organizational performance is compared to a standard in order to evaluate overall performance and effectiveness relative to the established mission and goals.

Basic Life Support (BLS) - A primary level of pre-hospital care where providers are trained to recognize the presence of a life threatening injury. Providers are also capable of delivering basic lifesaving procedures such as using AED's, non-invasive oxygen delivery, and spinal immobilization.

Battalion Chief (BAT-101) - The on-duty shift commander who is responsible for leading one of three specified shifts. The on scene roles of the battalion include incident command, scene safety, and personnel accountability.

Benchmark- The standard that is used to measure current performance.

Brush Truck (BR-102) – An off-road capable vehicle designed for use in Urban/wildland interface areas within the organization's jurisdiction as well as the wildland areas immediately surrounding the city limits.

Budget- The financial plan of the organization that encompasses operating costs, salaries, capital expenses, and incidental expenses.



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Building Construction- Each structure within the jurisdiction can be categorized for potential for fire hazards based on the nature of materials and methods of construction. The NFPA currently has five types of recognized construction ratings for fire spread and protection.

CAAS- Commission on Accreditation of Ambulance Services. Agency which evaluates the operation of ambulance services.

Centers for Disease Control (CDC) – Federal organization responsible for the oversight of public health in the United States.

Certification- The documented confirmation of certain characteristics of an object, person, or organization. The certification can be provided by some form of external review, assessment, or audit. Accreditation is a specific organization's process of certification.

CFD- Clermont Fire Department. The agency having jurisdiction over fire protection within the city limits.

Chain of Command - The Chain of Command is the order of authority and responsibility represented at each level within the department. All uniformed personnel will fall within one of those levels.

Chief Executive Officer (CEO) - Individual who is charged with carrying out the policies and procedures as established by local, state, and federal laws, ordinances, and regulations.

Chief Fire Officer (CFO) - An individual deemed by the Center for Public Safety Excellence as meeting the qualifications for designation as a Chief Fire Officer.

Staff Vehicles- Non-suppression capable units that are assigned to administrative command and support staff as well as prevention and inspections. These vehicles are generally lightweight trucks, SUV's, or sedans.



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Commission on Fire Accreditation International (CFAI) – The organization responsible for the development of internationally recognized standards of practice as well as the governing body that is responsible for accrediting agencies.

Community Risk Assessment (CRA) - The process of evaluating all fire and non-fire hazards and risks to the department and community. This process identifies and takes into account all facts that increase or decrease risks in order to define the organization's standards of cover.

Concentration- The strategic spacing of department resources and assets to provide an adequate and effective response force within the defined benchmarks outlines in the standards of cover. Concentration is the amount of personnel and assets than can be effectively delivered to an emergency scene.

Confined Space Rescue- Any rescue that meets the NFPA and OSHA standards as a non-habitable space with limited means of entry and exit. Confined space operations require extensive caches of equipment and specialized training.

Contract Population Served- The population are areas served by an organization as outlined in a contract such as an automatic aid agreement.

Cost Benefit- The ratio of the cost (expenditure) to the benefit of a particular asset or program.

CPR- Abbreviation for cardio-pulmonary resuscitation.

Department Operating Guidelines (DOG) – Term and abbreviation used by the Clermont Fire Department to reference the written operating polices established by the Fire Chief to regulate the operation of the department.

Deployment- The strategic arrangement and location of equipment, personnel, units, and stations.



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Distribution- The arrangement of units and stations in order to achieve the desired speed needed to meet the benchmarks of an effective response force.

Dispatch Time- The interval of time from when a dispatcher receives an alarm through the time that he or she notifies the proper companies to respond to the incident.

Drawdown Level- The point which the department will not reduce service levels beyond when asked for mutual aid.

Emergency Medical Services (EMS) - Component of emergency response where medical aid is rendered to the population before they arrive at a fixed treatment facility (Hospital).

Emergency Operations Center (EOC) – Defined location within the jurisdiction that can be used to coordinate operations in times of a widespread disaster or times of emergency.

Effective Response Force (ERF) – Defined by the CFAI as the minimum amount of staffing and equipment that must reach a specific emergency zone location within a maximum prescribed total response time and is capable of initial fire suppression, EMS and/ or mitigation. The ERF is the result of critical analysis performed during the community risk assessment.

Emergency Response Travel Time- The amount of time it takes a particular unit to reach the intended destination from the time of responding or “wheels turning” to on-scene status.

Engine- Primary apparatus used in fire suppression. The Engine is capable of pumping high volumes of water at pressures needed for firefighting activities. All jurisdiction operated engine companies are capable of delivering advanced life support.

Firefighter (FF) - CFAI defines a firefighter as an individual who promptly responds to control a wide range and variety of emergency and non-emergency situations where life, property, or the environment is at risk.



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Fire and Emergency Services Self-Assessment Manual (FESSAM) - Publication produced by the Commission on Fire Accreditation International that describes the self and peer assessment process for organizations going through the accreditation process. The department has used the 8th edition of the CFAI Self-Assessment manual.

Fire Pre-Plan - A pre-incident plan developed by fire department personnel in order to identify features of the building such as construction, access points, entry and exit areas, occupancy, hazards, and life-safety concerns.

Fire Flow Available- The amount of water available for use during firefighting operations. This is generally the highest demand that can be placed on the system.

Fire Flow Deliverable- The amount of water capable of being delivered to the emergency scene.

Fire Flow Estimated- The amount of water that should be available for suppression operations at the emergency scene for an extended period of time at a minimum pressure.

Fire Management Zone (FMZ) – The CFAI defines the FMZ as a geographic area that is classified according to one or more risk categories. The size and/ or classification of zone is based on the specific area or buildings present.

Fire Protection System- The entire system of dependent and independent systems and services that render some form of fire protection system. These components can consist of construction type, structural elements, public and private organizations, monitoring and early detection systems.

Fire Station- Term used to describe the physical structure that houses the fire and EMS apparatus. Stations are also where the crew resides during his or her duty shift.

First Due - Term applied to the geographical area served by each station. The first due is each specific apparatus' initial response zone.



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Geographical Information Systems (GIS) – Computer based software used to track, identify, and collect data on events and agency assets.

Geographical Planning Zone- An area of the jurisdiction that is based on the concentration of department assets.

Hazard- A source of potential danger that can create an emergency event that needs to be managed by the fire department or ancillary agency.

Heavy Rescue- Specialized asset that does not have suppression capabilities. This asset carries a wide assortment of specialized equipment for vehicle and machinery rescue, confined space operations, hazardous materials incidents, and rope rescue. This vehicle also has advanced life support capabilities.

Incident Action Plan- Plan developed by the jurisdiction in conjunction with other portions of the local infrastructure on how to deal with special events, gatherings, or emergencies.

Incident Commander- Officer or designated individual who assumes responsibility and accountability for the emergency or non-emergency incident. They are also responsible for overseeing and directing operations at the scene of the incident.

Insurance Services Office (ISO) – National organization that evaluates public fire protections and provides rating information to insurance companies. Insurance companies use this rating to evaluate setting basic premiums for fire insurance.

IAFC- abbreviation for the International Association of Fire Chiefs

IAFF- abbreviation for the International Association of Firefighters

Jurisdiction- A population area where there is a clearly defined responsibility.



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Ladder Truck (Ladder) - A specialized department asset that has fire suppression capabilities as well as an extensive array of portable ladders. Ladder trucks also possess an aerial device capable of reaching 75 feet or more. The ladder truck has advanced life support capabilities.

Lake Emergency Medical Services (LEMS, or Lake EMS)- County-wide agency that provides the sole transport capability and ALS/ BLS provider for the City of Clermont as well as all other jurisdictions within the county. LEMS is headquartered in Mount Dora, Florida and is the source of medical direction for all county EMS providers.

Medic Unit- EMS apparatus operated by LEMS that is capable of transporting ALS and BLS patients to the receiving facility.

National Fire Incident Reporting System (NFIRS) – Unified reporting systems for all fire departments in the United States that is operated by the United States Fire Administration.

NFPA- National Fire Protection Association

Personnel Policy- Policies established by the governing body and human resources that supersede the department operating guidelines.

Prevention Department- Division of the fire department that focuses on code enforcement, risk identification, and education.

Risk- The CFAI defines risk as the exposure to a hazard based on the probability of an outcome when combined with a given situation with a specific vulnerability.

Special Operations- Specially trained portion of the department where personnel possess the knowledge, skills, and abilities to respond and mitigate incidents such as confined space rescue, haz-mat, vehicle and machinery rescue, rope rescue, and trench rescue.



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Standards of Cover- The organizations defined policies and procedures that establish the distribution and concentration of the agencies resources based on the identified risks.

Standard Operating Procedures (SOP) - Written direction provided to personnel that are more rigid than guidelines. SOP's provide direction for specific actions based on the situation.

Total Response Time- The interval of time from the initial alarm to when the fire emergency apparatus arrives on scene.

Tower Truck- Specialized aerial device that has a platform at the tip of the ladder. This apparatus also has specialized technical rescue equipment.

Travel Time- The time interval that begins when a unit starts responding (Wheels turning) until the unit arrives on scene.



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Works Cited

- Florida Citrus Tower at a Distance 1956 Florida Photographic Collection
Image Number: C023619, https://en.wikipedia.org/wiki/Florida_Citrus_Tower.
- Bryson, J. M. (1995). *Strategic Planning for Public and Nonprofit Organizations, A Guide to Strengthening and Sustaining Organizational Achievement, Revised Edition*. San Francisco: Jossey-Bass Publishers.
- Clermont Florida. (2014). <http://www.city-data.com/city/Clermont-Florida.html>
- Cohen William, P. (2013, November 05). */articles/lessons-from-peter-drucker-the-power-and-purpose-*. Retrieved from <http://www.humanresourcesiq.com/hr-management:>
<http://www.humanresourcesiq.com/hr-management/articles/lessons-from-peter-drucker-the-power-and-purpose->
- Commission on Fire Accreditation International. (2009). *Fire & Emergency Service Self-Assessment Manual*. (8th Ed.)
- Doran George, M. A. (1981). *Management Reveiw*.
- Five Steps to a Strategic Plan*. (2011, October 25). Retrieved from Forbes.com:
<http://www.forbes.com/sites/aileron/2011/10/25/five-steps-to-a-strategic-plan/#7158c64661af>
- Florida Memory State Library and Archives of Florida.,
<https://www.floridamemory.com/items/show/1716>, (n.d.). *Florida Memory*. Retrieved from <https://www.floridamemory.com/items/show/1716>.
- 1996, 2017 ISO program-works/facts-and-figures-about-ppc-codes-around-the-country*. (n.d.). Retrieved from [isomitigation.com: https://www.isomitigation.com/program-works/facts-and-figures-about-ppc-codes-around-the-country.html](https://www.isomitigation.com/program-works/facts-and-figures-about-ppc-codes-around-the-country.html)
- WINGSPREAD VI 2016 Conference Report, Statements of National Significance to the United States Fire and Emergency Services



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Resolution No. 2017-07 <i>Agreement and Budget Amendment</i>		
Requested Action		
Recommend approval of Resolution 2017-07 and budget amendment.		
Staff Report		
The attached agreement is for the joint development of a canoe and kayak course to be installed at Waterfront Park. The estimated cost of constructing the course is \$60,000. The agreement states that the County shall reimburse the City in an amount not to exceed \$60,000 for the cost of the course. The course will be utilized throughout the year including for the United States Canoe and Kayak Championship which the City won the right to host.		
Additional Analysis		
Fiscal Impact Summary		
A budget amendment to the Parks and Recreation Department in the General Fund in the amount of \$60,000 is proposed for the construction of the course. In addition, a budget amendment to the General Fund in the amount of \$60,000 is proposed for the expected reimbursement from Lake County.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution 2017-07	2017-07Canoe-Kayak.doc	
2. Interlocal Agreement for joint development of canoe and kayak course	Interlocal Agreement with Clermont for County Contribution to Kayak Course_FINAL3.pdf	

CITY OF CLERMONT
RESOLUTION NO. 2017-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY FOR THE JOINT DEVELOPMENT OF A CANOE/KAYAK COURSE AT CLERMONT WATERFRONT PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve and accept the Interlocal Agreement for the joint development of a canoe/kayak course at Clermont Waterfront Park, subject to the conditions contained in the Agreement.

SECTION 2.

The Mayor is authorized and directed to enter into the Interlocal Agreement attached hereto as Exhibit 'A'.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-07

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida 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

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
CITY OF CLERMONT
REGARDING JOINT DEVELOPMENT OF CANOE/KAYAK COURSE AT
CLERMONT WATERFRONT PARK**

THIS INTERLOCAL AGREEMENT is made 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 the “CITY.”

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, provides that local governments may enter into agreements to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

WHEREAS, the CITY owns and operates Clermont Waterfront Park on Lake Minneola, located at 103rd Street Water Front Park, Clermont, Florida (hereinafter referred to as the “PARK”); and

WHEREAS, the CITY desires to construct a canoe/kayak course at the PARK (hereinafter referred to as the “PROJECT”); and

WHEREAS, the addition of a canoe/kayak course at the PARK will attract national canoeing and/or kayaking tournaments, competitions, and championships to the CITY and COUNTY, and will provide leisure and community recreational activities for citizens of all ages, races and creeds residing in the CITY; and

WHEREAS, the COUNTY desires to assist the CITY with the PROJECT to attract national canoeing and/or kayaking tournaments, competitions, and championships to the CITY and COUNTY and provide leisure and community recreational activities for residents and visitors of the COUNTY and the CITY; and

WHEREAS, the CITY and the COUNTY desire to enter into this Agreement to memorialize the terms of the funding arrangement between the CITY and COUNTY for the PROJECT.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

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

2. **Purpose.** The parties hereby agree that the purpose of this Agreement is to further the CITY's collaboration and support of the PROJECT through a financial contribution.

3. **COUNTY Obligations.** The COUNTY agrees to fund the CITY for a portion of the cost of the PROJECT. The COUNTY's total funding shall not exceed **Sixty Thousand Dollars (\$60,000.00)**, which shall be provided subject to the terms and conditions set forth herein.

4. **CITY Obligations.**

A. The CITY shall construct and complete the PROJECT in compliance with all requirements established by the United States Canoe/Kayak National Championship.

B. Upon completion of the PROJECT, the CITY shall submit a request for funding to the COUNTY accompanied by invoices or other documentary evidence indicating the amount of the expenditures incurred through construction of the PROJECT. Such documentary evidence shall include a detailed description of the services provided and acceptance and approval of labor, materials and/or equipment used for construction of the PROJECT from an authorized CITY representative. Under no circumstances shall the requests for funding be submitted to the COUNTY in advance of the delivery and acceptance of the services.

C. Within thirty (30) days of receipt of the request for funding and the accompanying documentary evidence, the COUNTY shall review the documentary evidence and, if approved, provide funding to the CITY for the costs incurred in the construction of the PROJECT in an amount not to exceed **Sixty Thousand Dollars (\$60,000.00)**. Within thirty (30) days of funding by the COUNTY to the CITY as set forth herein, the CITY shall provide to the COUNTY proof that payment has been made to all contractors, subcontractors and suppliers providing any labor, materials or equipment related to the PROJECT.

D. The time of payment and the amount of funds payable to the CITY by the COUNTY at any one time during the term of this Agreement is directly dependent on the costs incurred by the CITY for the PROJECT as evidenced by the corresponding compliance and documentation specified in paragraphs A and B above. Notwithstanding the foregoing, in no event shall the

COUNTY be obligated to fund the CITY total monies in excess of Sixty Thousand Dollars (\$60,000.00).

E. Upon execution of this Agreement, the CITY shall, at the CITY's expense, erect a permanent sign at the PARK containing the COUNTY's logo as provided to the CITY by the COUNTY and identifying the COUNTY as a funding partner for the PROJECT.

5. **Use of the PROJECT by COUNTY Residents.** The COUNTY and CITY understand and expressly agree that the PROJECT is to be utilized by both CITY and COUNTY residents and visitors. In the event that the CITY implements a fee for the use of the PROJECT, such user fee for the PROJECT and any ancillary property, such as parking lots adjacent thereto, shall be the same for COUNTY residents as it is for CITY residents.

6. **Grant Funding.** In the event any of the PROJECT is funded by grant monies, the COUNTY shall not be liable for any non-compliance with the provisions of the grant. It is the CITY's sole responsibility to ensure successful completion of the PROJECT and compliance with any grant requirements, as applicable.

7. **Sale or Sublease of the PROJECT.** The CITY shall not sell the PROJECT or sublet the PROJECT without the prior written approval of the COUNTY. In the event the PROJECT property is sold or sublet, the CITY shall compensate the COUNTY in an amount agreed upon and determined by the parties at the time the COUNTY approves such sale or sublease.

8. **Future Projects.** Nothing herein shall prohibit the parties from negotiating a different allocation of responsibilities for, or contributions, to the development of the PROJECT. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

9. **Termination.** Either party shall have the right to terminate this Agreement for cause with thirty (30) days written notice to the other so long as the contract for the PROJECT has not been executed. Once the contract for the PROJECT has been awarded and executed, this Agreement shall not be terminated, except as provided herein. This Agreement shall terminate without notice upon the CITY's failure to pay all contractors, subcontractors and suppliers providing any labor, materials or equipment related to the PROJECT and the CITY shall refund the COUNTY the entire funding amount set forth herein.

10. **Modifications.** Unless otherwise specified herein, 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.

11. **Notices.**

A. 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:

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Clermont
City Manager
685 West Montrose Street
Clermont, Florida 34711

B. All notices required, or which may be given hereunder, shall be considered properly given if: (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

C. The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

D. Parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in a manner designated for the filing of notice hereunder.

12. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein.

13. **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

14. **Effective Date.** This Agreement shall become effective on the date the last party hereto executes this Agreement.

15. **Insurance.** The CITY shall require that all contractors and suppliers provide Certificates of Insurance to the CITY evidencing that the COUNTY is named as an additional insured on all applicable insurance policies. The CITY shall provide evidence of conforming certificates of insurance upon request by COUNTY.

16. Indemnification. To the extent permitted by Florida law and without waiving its sovereign immunity, the CITY shall indemnify and hold harmless the COUNTY and its agents, officers, commissioners, or employees for any and all damages, losses, penalties, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CITY, its agents, employees or representatives, in the performance of the PROJECT or operation of the PARK.

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

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd Howe, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2017.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

COUNTY

ATTEST:

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

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

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Resolution No. 2017-08 <i>Four Party Agreement</i>		
Requested Action		
Recommend approval of Resolution 2017-08		
Staff Report		
The attached agreement is for the development of a canoe and kayak course to be installed at Waterfront Park between the City, Lake County, South Florida Canoe Kayak Club and the Central Florida Sports Commission. The agreement outlines the obligations of each party.		
Additional Analysis		
Fiscal Impact Summary		
The total value of fee waivers and services provided at no charge is estimated to be \$25,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2017-08	2017-084partyagreecanoekayak.doc
2.	Four Party Agreement	Four Party Agreement for Canoe Kayak Championship Event_FINAL3.pdf

CITY OF CLERMONT
RESOLUTION NO. 2017-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, FLORIDA APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AGREEMENT BETWEEN CITY OF CLERMONT, LAKE COUNTY, SOUTH FLORIDA CANOE KAYAK CLUB, AND THE CENTRAL FLORIDA SPORTS COMMISSION REGARDING THE CANOE KAYAK NATIONAL CHAMPIONSHIP AT WATERFRONT PARK; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve and accept the agreement between the City of Clermont, Lake County, South Florida Canoe Kayak Club, and the Central Florida Sports Commission regarding the Canoe Kayak National Championship at Waterfront Park, subject to the conditions contained in the Agreement.

SECTION 2.

The Mayor is authorized and directed to enter into the agreement attached hereto as Exhibit 'A'.

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2017-08

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida 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

**AGREEMENT BETWEEN CITY OF CLERMONT, LAKE COUNTY, FLORIDA, SOUTH
FLORIDA CANOE KAYAK CLUB, AND THE CENTRAL FLORIDA SPORTS COMMISSION
REGARDING THE CANOE KAYAK NATIONAL CHAMPIONSHIP
AT WATERFRONT PARK**

This is an Agreement made and entered into between the City of Clermont, a municipal corporation organized under the laws of the State of Florida (hereinafter referred to as the “City”), Lake County, Florida, a political subdivision of the State of Florida (hereinafter referred to as the “County”), the South Florida Canoe Kayak Club, Inc. (hereinafter referred to as the “Club”), and The Central Florida Sports Commission, Inc. (hereinafter referred to as the “Commission”), through the undersigned authorities.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the “Florida Interlocal Cooperation Act of 1969” authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with each other and to provide services in the most efficient manner possible; and

WHEREAS, the City and County wish to attract visitors to Lake County for the Canoe-Kayak National Championship (hereinafter referred to as the “Event”); and

WHEREAS, in furtherance of this cooperation, the parties to this Agreement desire to share in the provision of resources to host the Event; and

WHEREAS, the City owns the Waterfront Park facility located at 100 3rd Street, Clermont, Florida, 34711 (hereinafter the “Park”), the intended location for the Event; and

WHEREAS, the parties wish to assist one another with the logistics, set up, and financial support for the Event.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **County Obligations.** The County shall provide the following in support of the Event:
 - A. The County shall provide a funding grant to the Commission in an amount not to exceed Sixty-Five Thousand and 00/100 Dollars (\$65,000.00) for the purpose of sponsoring the Event.
 - B. The County’s funding grant to the Commission shall be disbursed in three installments. The first installment of Twenty Thousand and 00/100 Dollars (\$20,000) shall be disbursed upon execution of this Agreement, subject to the terms and conditions set forth herein. The second installment of Twenty Thousand and 00/100 Dollars (\$20,000) shall be disbursed on May 1, 2017, subject to the terms and conditions set forth herein. The third and final installment of Twenty-Five Thousand and 00/100 Dollars (\$25,000) shall be disbursed on July 15, 2017, subject to the terms and conditions set forth herein.
 - C. The County shall provide support for promotion of the Event.

D. The County shall assist with Event logistic coordination as needed.

3. **City Obligations.** The City shall provide the following in support of the Event:

- A. The City shall coordinate with the Club to facilitate the construction of the canoe-kayak course to be used during the Event.
- B. The City shall waive all fees to all facilities at the Event venue, including but not limited to, the Highlander Building, the Park and all associated facilities whether permanent or temporary, the Arts and Recreation Center, and the Clermont Boathouse.
- C. The City shall provide law enforcement and security personnel, and emergency medical personnel and services for the Event throughout the duration of the Event at no charge. This shall include overnight security personnel and services.
- D. The City shall provide waste management services for the Event throughout the duration of the Event at no charge.
- E. The City shall provide janitorial and maintenance services for all Park facilities throughout the duration of the Event at no charge.
- F. The City shall provide support for promotion of the Event.
- G. The City shall assist with Event logistic coordination as needed.

4. **Club Obligations.** The Club shall provide the following in support of the Event:

- A. The Club shall plan and implement all Event operations, including permitting with the City.
- B. The Club shall manage all Event logistics and operations.
- C. The Club shall manage and execute a budget, attached and incorporated herein as **Attachment A**, for Event expenditures approved by all parties to this Agreement. Any net loss or gain realized as a result of revenues received and expenditures made in relation to the Event shall be the sole responsibility of the Club.
- D. The Club shall submit invoices to the Commission itemizing all Event-related expenses incurred within the past thirty (30) days of the date of each said invoice.
- E. The Club shall be responsible for all marketing and promotion of the Event, including the design and construction of a website and registration portal. The Club shall name the other parties as sponsors of the Event in all promotional material.
- F. The Club shall be responsible for solicitation of all Event corporate sponsorship sales.
- G. The Club shall be responsible for all coordination of volunteers for the Event.
- H. The Club shall purchase and maintain liability and event cancellation insurance as set forth herein.
- I. The Club shall serve as the point of contact with the national U.S. Canoe/Kayak Association.

5. **Commission Obligations.** The Commission shall provide the following in support of the Event:

- A. The Commission shall adhere to the budget attached here in **Attachment A** itemizing all expenses reasonably expected to be incurred by the Club in the planning and implementation of the Event.
- B. Within thirty (30) days of the date of the disbursement of grant funding by the County to the Commission, and every thirty (30) days thereafter during the term of this Agreement, the Commission shall provide the County with a detailed report describing the expenses incurred by all parties in the establishment and implementation of the Event.
- C. The Commission shall be responsible for administration of all grant funding received from the County and any other sources for the purpose of planning, managing, implanting, and operating the Event.
- D. The Commission shall remit payment of each invoice submitted to it by the Club within ten (10) days of receipt of said invoice so long as the expenditures described in said invoice reasonably adheres to the budget set forth in **Attachment A**.
- E. The Commission shall be responsible for Event logistics assistance and advisory services.
- F. The Commission may market and sell Orlando attraction tickets during or before the Event.

6. **Terms of Agreement.** This Agreement shall become effective upon execution of this Agreement by all the parties and will terminate on November 1, 2017.

7. **Termination.** This Agreement cannot be terminated once it becomes effective unless as provided herein. Any action by a party construed as a termination entitles the non-terminating parties to joint and several damages incurred as a result of the terminating party's act(s) or omission(s), including but not limited to costs, interest, and attorneys' fees arising from all causes of action relating to this Agreement and/or the Event.

8. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering 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, addressed as follows:

COUNTY

County Manager
Lake County Administration Building
315 West Main Street
Post Office Box 7800
Tavares, FL 32778-7800

cc: Lake County Tourism Division
Lake County Administration Building
315 West Main Street, Ste. 520
Post Office Box 7800
Tavares, FL 32778

CITY

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

COMMISSION

Jason Siegel, President
The Central Florida Sports Commission, Inc.
400 W Church St #205
Orlando, FL 32801

CLUB

Melinda Mack, President
South Florida Canoe Kayak Club, Inc.
415 SE 19th Terrace
Cape Coral, FL 33990

Notice sent by facsimile transmission shall not be accepted.

9. **Modification.** It is further agreed that no modification, amendment or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10. **Entire Agreement.** It is mutually agreed that the entire agreement between the parties is contained herein, and that neither party has made any statement, promise or agreement, or taken upon itself any engagement whatsoever that it is not fully capable of honoring to its fullest.

11. **Liability.** Subject to the indemnity provision set forth herein, each party shall be responsible for any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any action or omission of the party or its officers, employees, and agents in connection with the performance of this Agreement.

Nothing in this Section or any other provision of this Agreement shall be construed as a waiver of the notice requirements, defenses, immunities, and limitations any party may have under Florida law. The provisions of this Section are solely for the benefit of the parties to this Agreement and are not intended to create or grant any rights, contractually or otherwise to any third party.

Nothing herein shall be construed as one party designating or otherwise relinquishing to the other party the responsibility for operation of its respective facility. Each party shall continue to remain responsible for the maintenance and operation of its facility.

12. **Insurance.**

The Club shall obtain, no later than ninety (90) days prior to the Event, and maintain until at least 11:59 p.m. on the last day of the Event, without cost or expense to any other party to this Agreement, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the other parties, insuring Club against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Club under the terms and provisions of this Agreement. Insurance shall be written on an occurrence basis. The Club is responsible for timely provision of certificate(s) of insurance to the other parties at the certificate holder address evidencing conformance with the requirements under this Agreement at all times throughout the term of the Agreement.

Such policies of insurance, and confirming certificates of insurance, shall insure the Club in accordance with the following minimum limits: See **Attachment B.**

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, The Central Florida Sports Commission, Inc., and the City of Clermont, a Florida Municipal Corporation, shall be named as additional insureds as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide for a minimum of thirty (30) days prior written notice to all of the other parties to this Agreement of any change, cancellation, or nonrenewal of the provided insurance. It is the Club's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Upon obtaining the policy of insurance, the Club shall provide a copy of all policy endorsement(s) reflecting the required coverage with Lake County, The Central Florida Sports Commission, Inc., and the City of Clermont listed as an additional insured along with all required provisions to include waiver of subrogation.

Certificate(s) of insurance shall identify this Agreement in the Description of Operations section of the Certificate. Certificate holders shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS.
P.O. BOX 7800
TAVARES, FL 32778-7800

CITY OF CLERMONT
FLORIDA MUNICIPAL CORPORATION
685 W. MONTROSE STREET
CLERMONT, FL 34711

THE CENTRAL FLORIDA SPORTS COMMISSION, INC.
400 WEST CHURCH STREET, SUITE 205
ORLANDO, FL 32801

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, the City, and the Commission, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by any other party to this Agreement.

The Club shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the Club evidencing coverage and terms in accordance with the Club's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the other parties to this Agreement. At the option of the County, the City, or the Commission, the insurer shall reduce or eliminate such self-insured retentions or the Club or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County, the City, and the Commission shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the Club and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of this Agreement for default.

Neither approval by the County, City or Commission of any insurance supplied by the Club or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the Club or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

13. **Indemnity.** The Club agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify and hold harmless all other parties, and their officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Club and other persons employed or utilized by the Club in the performance of this Agreement.

14. **Independent Contractor.** The parties agree that each shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of any other party to this Agreement. No party shall have authority to contract for or bind any other party to this Agreement in any manner and shall not represent itself as an agent of any other party or as otherwise authorized to act for or on behalf of, any other party to this Agreement.

15. **Public Records.** If Commission or Club are found to be a contractor pursuant to Section 119.0701, Florida Statutes, Commission or Club shall comply with the Florida Public Records' laws, and shall:

1. Keep and maintain public records required by the County or the City to perform the services identified herein.
2. Upon request from the County's or the City's custodian of public records, provide the County or the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Commission or Club does not transfer the records to the County or the City.
4. Upon completion of the contract, transfer, at no cost, to the County or City all public records in possession of Commission or Club or keep and maintain public records required by the County or City to perform the service. If Commission or Club transfers all public records to the County or City upon completion of the contract, Commission or Club shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If Commission or Club keeps and maintains public records upon completion of the contract, Commission or Club shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County or City, upon request from the County's or City's custodian of public records, in a format that is compatible with the information technology systems of the County or City.

IF COMMISSION OR CLUB HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COMMISSION OR CLUB'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADAM SUMNER, AT LAKE COUNTY, P.O. BOX 7800, TAVARES, FL 32778, OR AT 352-742-3918, OR VIA EMAIL AT ASUMNER@LAKECOUNTYFL.GOV.

IN WITNESS THEREOF, the parties hereto have made and executed this agreement on the respective dates under each signature: Lake County, through its Board of County Commissioners, signing by and through its Chairman, the City of Clermont by its duly authorized representative, the Central Florida Sports Commission, Inc., by its duly authorized representative, and the South Florida Canoe Kayak Club, Inc., by its duly authorized representative.

CLUB

Melinda Mack, President
South Florida Canoe Kayak Club, Inc.

This ____ day of _____, 2017.

COMMISSION

Jason Siegel, President
The Central Florida Sports Commission, Inc.

This _____ day of _____, 2017.

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd Howe, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2017.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

COUNTY

ATTEST:

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

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

_____,
Timothy I. Sullivan, Chairman

This ____ day of _____, 2017.

Approved as to form and legality.

Melanie Marsh
County Attorney

ATTACHMENT A: BUDGET – PAGE 1 OF 3

REVENUES	ASSUMPTIONS	BUDGET
Registration		\$ 55,000
Merchandise Sales		\$ 7,500
Ticket Sales	Banquet	\$ 10,000
Florida Sports Foundation	Sponsorship Grant	\$ 5,000
Lake County	Sponsorship Grant	\$ 65,000
Clermont	includes \$17,000 of in-kind for facility rentals	\$ 25,000
Revenue Total		\$ 167,500

EXPENSES	ASSUMPTIONS	BUDGET
Facility		
Highlander Building Rental	5 days X \$700- City to Waive	\$ 3,500
Park Area Rental	5 days X \$200- City to Waive	\$ 1,000
Waterfront Park Area Rental	5 days X \$1000- City to Waive	\$ 5,000
ARC Rental for Banquet	City to Waive	\$ 2,500
Bleachers	TBD	\$ 5,000
Install	rerigging the course to meet USACK requirements including start platforms.	
Facility Expense Total		\$ 17,000
Staffing		
EMT	\$60 per hour X 10 hours X 4 days X 2 EMT	\$ 4,800
Public Works Staff	2 event staff X \$25 an hour X 6 hours X 1 day	\$ 300
Security		\$ 1,200
Overnight Security	\$65per hour for about 8 hours, 4 days	\$ 2,080
Fire Safety Boats	Could be waivedby FWC	\$ 4,000
Staffing Expense Total		\$ 12,380
Food & Beverage		
Player Hospitality	500 athletes X 4 days X \$2per snack	\$ 4,000
VIP Meals	50 ppl X 4 days X \$16 (meal and snacks)	\$ 3,200
Volunteer/Staff Meals	50 ppl X 4 days X \$16 (meal and snacks)	\$ 3,200
Banquet/Social	400 X \$30	\$ 12,000
Opening Ceremonies	TBD	\$ 2,500
Food & Beverage Total		\$ 24,900
Event Operations		
Sound System Rental	Speaker System and floating speakers	\$ 1,500
Radios	16 X \$70	\$ 1,120
Official Tape Timer	2 X \$400	\$ 800
Finish Line Results and Delta Timing	Jraceman and Delta Timing, believe combined total	\$ 16,000
Registration software for 3 months	\$25 per month X 3 months	\$ 75
CC Fees	3% of income	\$ 2,359
Megaphones	3 X \$90	\$ 270
Results Posting Station	cost per supplies (hopefully could be project for boy scouts)	\$ 400
Fuel for boats	fuel for 6 safety boats	\$ 900
Stickers for Boat Control	600 stickers X \$1.20	\$ 800
Vendor Supplies and Canopies		\$ 2,000
Electrical cords/speakers/Watches	Power for finish line and results tent	\$ 1,000
Venue Set up Supplies/Starter Caps	Locks/cables/plywood/Starter Caps	\$ 350
Ice Rental	TBD	\$ 1,000
Volunteer T-shirts	225 shirts X \$8	\$ 1,800
Awards/Medals/Plaques	1200 medals X \$3.32 (Crown Trophy) + 40 plaques X \$14 + \$275 for labels	\$ 4,819
Programs	600 X \$2.50	\$ 3,000

ATTACHMENT A: BUDGET – PAGE 2 OF 3

athlete lanyards		\$ 750
Banquet Decorations		\$ 1,000
Port-O-Lets		\$ 1,000
Supplies (office, paper, shipping, etc.)	Paper, INK, Staplers x6, Duct Tape x12, Pens, Highlighters, Clipboards, Envelope, postage	\$ 1,120
Winner's Podium	cost for supplies to build	\$ 500
Rain Ponchos, Umbrellas		\$ 100
Copier		\$ 245
Tents	10 X 30 for Boat Control (~\$330) 20 X 30 for Athlete Hospitality (~\$330) 10 X 20 for VIP (~\$260) Sidewalls= ~\$250 Delivery= ~\$100	\$ 1,270
Flag Pole	Based on Amazon	\$ 60
Misters/Fans	\$25 per fan X 4 days X 10 fans	\$ 1,000
Internet		\$ 300
Weed/Grass Control		
Ant Control	\$18 per 1000 sq. feet X 10- City to Cover	\$ 180
Long Distance Boat Numbers	based on Melinda quote	\$ 900
Generators	Rental plus gas	\$ 2,860
Scaffolding		\$ 1,500
Golf Carts	2 golf carts (\$220 per golf cart for week rental X 2 +\$260 transport)	\$ 700
Event Operations Total		\$ 51,678
Officials/Judges		
Hotel	20 rooms X \$125 a night X 5 nights	\$ 12,500
Meals	\$16 a day X 20 officials X 4 days	\$ 1,280
Hats and Shirts	20 officials X \$25	\$ 500
Officials/Judges Total		\$ 14,280
LOC		
Meetings		
Receptions		
Gifts	Hope to be donated by Lakeridge Winery	\$ 500
LOC Total		\$ 500
Merchandise Costs		
event Dri fit shirts costs	700 X \$13	\$ 9,100
Other merchandise costs	100 X \$6	\$ 600
Polo shirts	75 X \$20	\$ 1,500
water bottles	700 X 2.33	\$ 1,631
hats	50 X \$15	\$ 750
Spandex Shorts	50 X \$1.25	\$ 1,562
Merchandise Total		\$ 15,143
Marketing		
Website Design		\$ 2,650
Signage	info signs, welcome signs	\$ 4,000
Marketing Total		\$ 6,650
Sponsorship		
Banners and Signs		\$ 1,000
Athlete Bags	500 X \$4.35	\$ 2,175
Sponsorship Total		\$ 3,175
Miscellaneous		

ATTACHMENT A: BUDGET – PAGE 3 OF 3

Site Visit Plane Tickets		\$	700
Miscellaneous Total		\$	700
Event Cancellation Insurance		\$	5,000
Contingency	10%	\$	15,141
Total Expenses		\$	166,546

ATTACHMENT B: INSURANCE COVERAGE



COVERAGE LIMITS & TERMS

This is a group risk race/festival/special event insurance policy. The limits are per event and are not shared.

Limits of liability:

Insurance Carrier: National Casualty Company A.M Best rated A+, XV

Commercial General Liability:

General Aggregate: Per Location	\$5,000,000
Products Completed Operations Aggregate	\$2,000,000
Per Occurrence	\$2,000,000
Personal & Advertising Injury	\$2,000,000
Damage to Premises Rented/leased to you	\$300,000
Premises Medical Payments	\$5,000
Legal Liability to Participants	\$2,000,000
Non-owned & Hired Auto Liability	\$1,000,000

Insurance Carrier: Nationwide Life Insurance Company A.M Best Rated A+ XV

Excess Accident/Medical to Participants	\$25,000 Agg
Deductible per claim	\$500
Accidental Death & Specific Loss	\$5,000 per person

An electronic version of the policies descriptions is available upon request. Hard copies can be requested for a printing and mailing fee of \$25.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Department of Homeland Security Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application		
Requested Action		
Request approval of Fire Dept. request to submit a SAFER grant application for the funding of nine (9) additional firefighter positions.		
Staff Report		
The Fire Department requests approval to apply for a SAFER Grant to fund nine (9) additional firefighter positions. The addition of an engine would allow the department to work more than 1 incident in the city simultaneously. The additional unit would allow the department to send units to training without depleting resources in the city or hiring overtime to cover the firefighters attending training. These firefighters would staff the Heavy Rescue/Engine and be assigned to Fire Station 2. Growth in this response area has increased with multiple multi-family developments, commercial and assisted living type of occupancies. Many of these occupancies are multi-story. The addition of an engine would increase both fire and EMS service to the area and allow for more efficient use of apparatus should a fire occur. Currently if the Ladder 2 arrives first on the scene of a fire, it will assume engine company functions in order effect rescues and limit fire spread. should an elevated rescue be necessary, the unit would not be able to serve that function and the rescue would have to wait until a second ladder arrives on the scene.		
Additional Analysis		
Fiscal Impact Summary		
No fiscal impact to the City in FY 2017. If approved, the firefighters would start in FY 2018.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. SAFER grant notice of grant period	FY16 Notice of Funding Opportunity (NOFO) SAFER.pdf	

**The Department of Homeland Security (DHS)
Notice of Funding Opportunity (NOFO)
FY 2016 Staffing for Adequate Fire and Emergency Response (SAFER)**

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take 4 weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html>. Detailed information regarding DUNS and SAM is also provided in Section D. Application and Submission Information.

A. Program Description

Issued By

U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD)

Catalog of Federal Domestic Assistance (CFDA) Number

97.083

CFDA Title

Staffing for Adequate Fire and Emergency Response (SAFER)

Notice of Funding Opportunity Title

Fiscal Year (FY) 2016 Staffing for Adequate Fire and Emergency Response (SAFER)

NOFO Number

DHS-16-GPD-083-000-99

Authorizing Authority for Program

Section 34 of the *Federal Fire Prevention and Control Act of 1974* (Pub. L. No. 93-498, as amended) (15 U.S.C. § 2229a)

Appropriation Authority for Program

Department of Homeland Security Appropriations Act, 2016 (Pub. L. No. 114-113)

Program Type

New

Program Overview, Objectives, and Priorities

The Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA) Grant Programs Directorate (GPD) is responsible for the implementation and administration of the Staffing for Adequate Fire and Emergency Response (SAFER) grant program.

The SAFER grant program is composed of two activities:

- **Hiring of Firefighters**
 - Career, combination, and volunteer fire departments are eligible to apply
- **Recruitment and Retention of Volunteer Firefighters**
 - Combination fire departments; volunteer fire departments; and national, state, local, or tribal organizations that represent the interests of volunteer firefighters are eligible to apply

The goal of the SAFER grant program is to assist local fire departments with staffing and deployment capabilities in order to respond to emergencies, and assure that communities have adequate protection from fire and fire-related hazards. Local fire departments accomplish this by improving staffing and deployment capabilities so they may more effectively and safely respond to emergencies. With enhanced staffing levels, recipients should experience a reduction in response times and an increase in the number of trained personnel assembled at the incident scene.

While not required for a SAFER grant, it is preferable that the enhanced staffing levels of all SAFER recipients should ensure that all first-arriving apparatus are staffed with a minimum of four qualified personnel (to meet National Fire Protection Association (NFPA) 1710/1720 standards) who are capable of initiating the suppression response. Ultimately, SAFER recipients should achieve more efficient responses and safer incident scenes; thereby ensuring communities have improved protection from fire and fire-related hazards.

In awarding grants, the Administrator of FEMA shall consider the following:

- The findings and recommendations of the Technical Evaluation Panel (TEP)
- The degree to which an award will reduce deaths, injuries, and property damage by reducing the risks associated with fire related and other hazards
- The extent of an applicant's need for a SAFER grant and the need to protect the United States as a whole

The National Preparedness System is the instrument the nation employs to build, sustain, and deliver core capabilities in order to achieve the National Preparedness Goal (Goal) of a secure and resilient nation. Complex and far-reaching threats and hazards require a collaborative and whole community approach to national preparedness that engages individuals, families, communities, private and nonprofit sectors, faith-based organizations, and all levels of government. The guidance, programs, processes, and systems that support each component of the National Preparedness System allow for the integration of preparedness efforts that build, sustain, and deliver core capabilities and achieve the desired outcomes identified in the Goal while maintaining the civil rights of individuals.

The FY 2016 SAFER grant program plays an important role in the implementation of the National Preparedness System by supporting the building, sustainment, and delivery of core capabilities essential to achieving the Goal of a secure and resilient nation. Delivering core capabilities requires the combined effort of the whole community, rather than the exclusive effort of any single organization or level of government.

The FY 2016 SAFER grant program’s allowable costs support efforts to build and sustain core capabilities across the Prevention, Protection, Mitigation, Response, and Recovery mission areas. Examples of desired outcomes for the FY 2016 SAFER grant program include building and sustaining core capabilities, such as Fire Management and Suppression, and Public Health and Medical Services.

Additional details on the National Preparedness Goal can be found at <https://www.fema.gov/national-preparedness-goal>

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the NOFO:	\$345,000,000
Projected number of Awards:	300
Period of Performance:	12-48 Months

Hiring of Firefighters Activity: The period of performance will be 36 months for all grants awarded under the Hiring of Firefighters Activity. An extension to the period of performance is not permitted.

Recruitment and Retention of Volunteer Firefighters Activity: The period of performance will be between 12 and 48 months for all grants awarded under the Recruitment and Retention of Volunteer Firefighters Activity. An extension to the

period of performance for Recruitment and Retention of Volunteer Firefighters Activity grants may be granted when, due to circumstances beyond the control of the recipient, activities associated with the award cannot be completed within the stated performance period. For details on the requirements for requesting an extension to the period of performance, please refer to Section H. Additional Information.

Projected Period of Performance Start Date(s): 07/01/2017

Projected Period of Performance End Date(s): 06/30/2020-06/30/2021

Funding Instrument
Grant

C. Eligibility Information

Eligible Applicants

- Volunteer fire departments and combination fire departments may apply for funding under both the Hiring of Firefighters Activity and the Recruitment and Retention of Volunteer Firefighters Activity. Separate applications must be completed for each activity. Applicants are limited to one application per activity, per application period. If an applicant submits two applications for the same activity during a single application period, both applications will be disqualified.
- Career fire departments may only apply for funding under the Hiring of Firefighters Activity. Applicants are limited to one application per application period. If an applicant submits two applications, both applications will be disqualified.
- Municipalities and fire districts may submit applications on behalf of fire departments lacking the legal status to do so, such as those under the support of the municipality or district. The municipality or fire district may submit only one application for hiring per application period for each eligible fire department within the municipality or fire district.
- National, state, local, or tribal organizations representing the interests of volunteer firefighters and individual fire departments (volunteer or combination) may only apply for funding under the Recruitment and Retention of Volunteer Firefighters Activity. Applicants are limited to one application per application period. If an applicant submits two applications, both applications will be disqualified.

Table 1 identifies, in general, eligible entities that can apply for FY 2016 SAFER funding within each activity.

Table 1: Eligible Entities

Entity Activity	Volunteer Fire Departments	Combination Fire Departments	Career Fire Departments	National, state, local, or tribal volunteer firefighter interest organization
Hiring of Firefighters	✓	✓	✓	
Recruitment and Retention of Volunteer Firefighters	✓	✓		✓

The following entity types are **NOT** eligible to apply under this announcement:

- Federal fire departments and fire departments under contract to the Federal Government whose sole responsibility is the suppression of fires on federal installations or lands;
- For-profit fire departments and organizations (e.g., fire departments that do not have specific nonprofit status or that are not municipally based);
- Ambulance services, emergency medical service organizations, rescue squads, auxiliaries, dive teams, and urban search and rescue teams;
- Non-federal airport or port authority fire departments whose sole responsibility is suppression of fires on the airport grounds or port facilities, unless the airport/port fire department has a formally recognized arrangement with the local jurisdiction to provide fire suppression on a first-due basis outside the confines of the airport or port facilities;
- Fire stations that are part of, controlled by, or under the day-to-day operational direction of a larger fire department or agency, or that are not otherwise independent;
- State and local agencies, such as forest service, fire marshals, emergency management offices, hospitals, and training offices;

Eligibility Criteria

Minimum Budget Requirement

At the time of application, the applicant's budget for fire-related programs and emergency response must not be below 80 percent of the applicant's average funding level in the 3 years prior to November 24, 2003.

Applicants experiencing economic hardship may apply for a waiver of this requirement. Please see Appendix A: FY 2016 SAFER Program Updates for additional information.

Other Eligibility Criteria

National Incident Management System (NIMS) Implementation

SAFER applicants are not required to be in compliance with the National Incident Management System (NIMS) to apply for funding or to receive an award.

However, any applicant who receives an FY 2016 SAFER award must achieve the level of NIMS compliance required by the Authority Having Jurisdiction (AHJ) over the applicant's emergency service operations (e.g., a local government), prior to the end of the grant's period of performance.

Maintenance of Effort (MOE)

There is no maintenance of effort requirement for the FY 2016 SAFER grant program.

Cost Share or Match

Recipients of SAFER Recruitment and Retention of Volunteer Firefighters Activity grants are not required to contribute non-federal funds.

Recipients of SAFER Hiring of Firefighters Activity grants are required to contribute non-federal funds subject to a Position Cost Limit and a Cost Share, as described below.

Position Cost Limit (No Waiver Available):

The amount of federal funding provided to a recipient for hiring a firefighter in any fiscal year may not exceed—

- in the first year of the grant, 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted;
- in the second year of the grant, 75 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted; and
- in the third year of the grant, 35 percent of the usual annual cost of a first-year firefighter in that department at the time the grant application was submitted.

“Usual annual costs” includes the base salary (exclusive of overtime) and standard benefits package (including the **average** health cost, dental, vision, FICA, life insurance, retirement/pension, etc.) offered by fire departments to first-year firefighters. Please refer to Appendix B regarding eligible and ineligible costs for SAFER Hiring of Firefighter Activity grants.

The Position Cost Limit is automatically calculated by the eGrant system in the Budget section of the application.

Cost Share (Waiver Available):

In addition to the Position Cost Limit, the Federal portion of the costs of hiring new firefighters under this grant may not exceed:

- 75 percent of the actual costs incurred in the first year of the grant;
- 75 percent of the actual costs incurred in the second year of the grant; and
- 35 percent of the actual costs incurred in the third year of the grant.

Therefore, the recipient is required to contribute at least the following in non-Federal funds:

- 25 percent of the actual costs incurred in the first year of the grant;
- 25 percent of the actual costs incurred in the second year of the grant; and
- 65 percent of the actual costs incurred in the third year of the grant.

A Cost Share of non-federal cash is the only allowable recipient contribution.

Example:

The applicant submits a SAFER Hiring of Firefighter Activity grant application for one (1) new firefighter. At the time the application is submitted, the usual annual cost of a first year firefighter in that department is \$100,000. The federal funding, due to the Position Cost Limit, will be limited to:

- Year 1 = \$75,000
- Year 2 = \$75,000
- Year 3 = \$35,000

The grant is awarded and the department accrues the following actual costs during the term of the grant:

- Year 1 = \$80,000
- Year 2 = \$95,000
- Year 3 = \$110,000

In this case, the federal portion will be:

- Year 1
 - If the Cost Share requirement is not waived
 - Federal funds will be limited to \$60,000, or 75% of actual costs incurred (\$80,000)
 - If the Cost Share requirement is waived
 - Federal funds will cover no more than \$75,000, or 75% of the usual cost of a firefighter at the time of application (\$100,000)
- Year 2
 - If the Cost Share requirement is not waived
 - Federal funds will be limited to \$71,250, or 75% of actual costs incurred (\$95,000)
 - If the Cost Share requirement is waived
 - Federal funds will cover no more than \$75,000, or 75% of the usual cost of a firefighter at the time of application (\$100,000)
- Year 3
 - If the Cost Share requirement is not waived
 - Federal funds will be limited to \$35,000 due to the Position Cost Limit of 35% of the usual cost of a firefighter at the time of application (\$100,000).
 - If the Cost Share requirement is waived
 - Federal funds will cover no more than \$35,000, or 35% of the usual cost of a firefighter at the time of application (\$100,000).

Economic Hardship Waiver:

Applicants experiencing economic hardship may apply to waive or reduce the Cost Share requirement. There is no waiver available for the Position Cost Limit. Please see Appendix A: FY 2016 SAFER Program Updates for additional information.

D. Application and Submission Information

Key Dates and Times

Date Posted to Grants.gov:	<i>12/22/2016</i>
Application Start Date:	<i>01/09/2017 at 8:00 AM Eastern Time</i>
Application Submission Deadline:	<i>02/10/2017 at 5:00 PM Eastern Time</i>

In general, DHS/FEMA will not review applications received after the deadline or consider them for funding. DHS/FEMA may, however, extend the application deadline on request for any applicant who can demonstrate good cause exists to justify extending the deadline. Good cause for an extension may include technical problems outside of the applicant's control that prevent submission of the application by the deadline, or other exigent or emergency circumstances. If applicants experience technical issues, they must notify the FEMA Help Desk as soon as possible.

Anticipated Funding Selection Date: 05/01/2017

Anticipated Award Date: 06/01/2017

Address to Request Application Package

The online FY 2016 SAFER application is available through the Assistance to Firefighters Grant Program's (AFGP) eGrants system application portal at <https://portal.fema.gov/>. There are several ways to access application information:

- AFGP website (<http://www.fema.gov/firegrants>)
- Grants.gov (<http://www.grants.gov>)
- U.S. Fire Administration (<http://www.usfa.fema.gov>)

Hard copies of the application are not available.

In addition, the Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: (800) 462-7585.

Application tutorials and Frequently Asked Questions (FAQs) explain the current SAFER grant program, assist with the online grant application, and highlight lessons learned and changes for FY 2016. For more details, please visit the AFGP website at <http://www.fema.gov/firegrants>.

Content and Form of Application Submission

DHS makes all funding opportunities available through Grants.gov, accessible on the Internet at <http://www.grants.gov>. If applicants experience difficulties accessing information or have any questions, please call the Grants.gov Contact Center at (800) 518-4726.

The Grants.gov website will direct applicants to the eGrants system application portal at <https://portal.fema.gov/>, which contains the online SAFER application. All required forms have been incorporated into the online SAFER application. The eGrants system will allow an authorized representative to log in and create a user name and password. This user name and password is specific to the authorized user and must not be shared with other personnel. If the applicant has

submitted any AFGP applications (including Assistance to Firefighters Grant (AFG), Staffing for Adequate Fire and Emergency Response (SAFER), Fire Prevention and Safety (FP&S), or Station Construction Grant (SCG)) in a previous grant cycle, they must continue to use the same username, password, and DUNS number for any FY 2016 application(s).

If the applicant has forgotten the password or the primary point of contact has changed, please visit <http://www.fema.gov/assistance-firefighters-grant-program-most-frequently-asked-questions> for instructions on how to update and correct the organization's information.

The automated application is designed with help screens and drop-down lists to assist the applicant throughout the process. Applicants can save, retrieve, update, and revise their work through the end of the application period. Applicants should save their work often as the electronic application includes a time-out feature. The automated system does not allow an applicant to submit an incomplete application. The system alerts the applicant when required information has not been entered.

NO APPLICATION WILL BE RELEASED AFTER FINAL SUBMISSION

After an application has been completed and submitted, no changes can be made. There is no appeal process for inaccurate or incomplete information retained by the system due to improper or multiple browser usage by the applicant. Therefore, please:

- Do not use any other browsers than Internet Explorer (IE 6 or higher). The eGrants system can run up to Internet Explorer 11, which should be used if available to the applicant.
- Do not have multiple browser tabs open when entering information, even when using Internet Explorer (IE 6 or higher). There are several known problems entering application information using non-IE browsers or having multiple browsers open, including but not limited to:
 - System failure to recognize correct information
 - System failure to capture and retain correct information
 - System functions like “cut and paste” being disabled

The primary point of contact listed in the application will automatically be notified via email, via the eGrants system, once the application is received.

Unique Entity Identifier and System for Award Management (SAM)

DHS is participating in the Grants.gov initiative that provides the grant communities a single site to find grant funding opportunities. Before applying for a DHS grant, applicants must have a DUNS number and must be registered in SAM.

Please allow plenty of time before the grant application submission deadline to obtain a DUNS number and then to register in SAM. It may take four weeks or more after the applicant submits the SAM registration before the registration is active in SAM, then an additional 24 hours for Grants.gov to recognize the information.

FEMA may not make an award to an entity until the entity has complied with the requirements to provide a valid DUNS number and maintain an active SAM registration with current information. If the applicant is noncompliant at the time of award offer, then FEMA may determine the applicant is not qualified to receive an award, and award another applicant.

IMPORTANT: Please ensure that applicant organization's name, address, DUNS number, and Employer Identification Number (EIN) are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA applications. The applicant organization's name in SAM must also match the organization name provided on the applicant's SF-1199a Direct Deposit Form. Future payments will be contingent on the information provided in SAM; therefore, it is imperative that the information is correct.

DUNS number. Instructions for obtaining a DUNS number can be found at the following website: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>. The DUNS number must be included in the data entry field labeled "Organizational DUNS" on the Standard Forms (SF)-424 forms submitted as part of this application.

System for Award Management.

Applicant registration in SAM is free. All applicants must register with SAM in order to apply online. Step-by-step instructions for registering with SAM can be found here: <http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>. Please remember that SAM registration is only active for one year and must be renewed annually.

Existing SAM.gov account holders should check their account to make sure it is "active." SAM registration should be completed at the very beginning of the application period, and renewed annually to avoid being "inactive."

Help with SAM. SAM quick start guide for new recipient registration and SAM video tutorial for new applicants are tools created by the General Services Administration (GSA) to assist those registering with SAM. If applicants have questions or concerns about a SAM registration, please contact the Federal Support Desk at <https://www.fsd.gov/fsd-gov/home.do> or call toll free (866) 606-8220.

Commercial and Government Entity (CAGE) Code. To get a CAGE code, applicants must first be registered in SAM, which is a requirement for doing business with the Federal Government. Applicants will be assigned a CAGE code as part of the SAM validation process, and as soon as the registration is active, applicants can view the CAGE code online by logging in to the SAM account.

Funding Restrictions

Federal funds made available through this program may only be used for the purpose set forth in the award package and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other federal grants/cooperative agreements, lobbying, or intervention in federal regulatory or adjudicatory proceedings. In addition, federal funds may not be used to sue the Federal Government or any other government entity. Failure to adhere to the award conditions will cause the recipient to be considered in default of the grant agreement, and may require the return of all federal funds disbursed under the grant.

Program Specific Funding Restrictions. Details on eligible and ineligible costs are included in Appendix B: Programmatic Information and Priorities – Funding Priorities.

Construction or Remodeling/Renovation Costs. Construction costs are not eligible under the SAFER grant program. Construction includes major alterations to a building that changes the profile or footprint of the structure.

Under the SAFER Recruitment and Retention of Volunteer Firefighters Activity, remodeling/renovations to an existing facility are limited to minor interior alterations costing less than \$10,000 and should be requested under Modification to Facilities. IMPORTANT: Some of these activities may require an Environmental and Historical Preservation (EHP) review; certain costs associated with an EHP Review are eligible for reimbursement.

Environmental and Historic Preservation (EHP). As a federal agency, FEMA is required to consider the effects of its actions on the environment and historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. Recipients proposing projects that have the potential to impact the environment, including, but not limited to modification or renovation of existing buildings, structures and facilities, must participate in the FEMA EHP Review process. The EHP Review process involves the submission of a screening form that includes detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to impact environmental resources and/or historic properties. In some cases, FEMA

also is required to consult with other regulatory agencies and the public in order to complete the review process. The EHP Review process must be completed before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP Review.

Additionally, all recipients are required to comply with FEMA EHP Policy Guidance. This EHP Policy Guidance can be found in FEMA Policy (FP) 108-023-1, [Environmental Planning and Historic Preservation Policy Guidance](#), and FP 108-24-4, [Environmental Planning and Historical Preservation Policy](#).

SAFER projects that involve the installation of equipment not specifically excluded from a FEMA EHP Review per the GPD Programmatic Environmental Assessment (PEA); ground-disturbing activities; or modification/renovation of existing buildings or structures must undergo a FEMA EHP Review.

No facilities modification project can proceed, with the exception of project planning, prior to formal FEMA approval.

The following activities would not require the submission of the FEMA EHP Screening Form:

- Planning and development of policies or processes;
- Management, administrative, or personnel actions;
- Classroom-based training; and
- Acquisition of mobile and portable equipment (not involving installation) on or in a building.

The EHP Screening form and instructions are available at:
http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf

Complete the EHP Screening form and submit to the EHP Office at GPDEHPInfo@fema.dhs.gov.

Pre-award Costs. Only costs incurred during the period of performance are allowable (see Section F: Federal Award Administration Information, Period of Performance Guidance). However, recipients under the Recruitment and Retention of Volunteer Firefighters Activity may request to be reimbursed for grant writer fees (see Appendix C: Award Administration Information, Section I. Grant Writer/Preparation Fees; see also Appendix B: Programmatic Information and Priorities, Section IV. Eligible and Ineligible Projects and Costs).

Management and Administration (M&A) Costs. No more than three (3) percent of the federal share of SAFER Recruitment and Retention of Volunteer Firefighters Activity funds may be expended by the recipient for management and administration (M&A) purposes associated with the SAFER award. M&A are not

operational costs but are necessary costs incurred in direct support of the grant or as a consequence of it. As such, these costs can be itemized in financial reports. M&A expenses should be based only on actual expenses or known contractual costs; requests that are simple percentages of the award, without supporting justification, will not be allowed or considered for reimbursement. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item. M&A costs under the Hiring of Firefighters Activity are not eligible.

Indirect Facilities & Administrative (F&A) Costs. Indirect F&A costs are those costs incurred for a common or joint purpose benefitting more than one cost objective. These costs are not readily assignable to the costs objectives specifically benefitted, without effort disproportionate to the results achieved.

Indirect costs are allowable under the Recruitment and Retention of Volunteer Firefighters Activity, as described in 2 C.F.R. § 200.414. With the exception of recipients who have never received a negotiated indirect cost rate as described in 2 C.F.R. § 200.414(f), recipients must have an approved indirect cost rate agreement with their cognizant federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the applicant's cognizant federal agency) is required at the time of application, and must be provided to FEMA before indirect costs are charged to the award. Copies of the indirect cost rate agreements, along with the SAFER application number, must be submitted electronically to FireGrants@fema.dhs.gov.

Indirect costs will be evaluated as part of the application for federal funds to determine if they are allowable, reasonable, or disproportionately impact an application's cost benefit.

E. Application Review Information

Application Evaluation Criteria

Prior to making a federal award, the federal awarding agency is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information. Therefore application evaluation criteria may include the following risk based considerations of the applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

FEMA will rank all complete and submitted applications based on how well they match the program priorities. Answers to the application's activity specific questions provide information used to determine each application's ranking relative to the stated program priorities.

Funding priorities and criteria for evaluating SAFER applications are established by FEMA based on the recommendations from the Criteria Development Panel (CDP). Each year, FEMA convenes a panel of fire service professionals to develop funding priorities for the SAFER grant program. The panel makes recommendations about funding priorities as well as developing criteria for awarding grants. For details on the funding priorities, please refer to Appendix B: Programmatic Information and Priorities, Section III. Funding Priorities.

The nine major fire service organizations represented on the panel are:

- International Association of Fire Chiefs
- International Association of Fire Fighters
- National Volunteer Fire Council
- National Fire Protection Association
- National Association of State Fire Marshals
- International Association of Arson Investigators
- International Society of Fire Service Instructors
- North American Fire Training Directors
- Congressional Fire Service Institute

The CDP is charged with making recommendations to FEMA regarding the creation or modification of previously established funding priorities as well as developing criteria for awarding grants. The content of this NOFO reflects implementation of the CDP's recommendations with respect to the priorities, direction, and criteria for awards.

Review and Selection Process

SAFER applications are reviewed through a multi-phase process. First, applications are electronically pre-scored and ranked based on how well they align with the funding priorities outlined in this notice; then applications are scored competitively by (no less than three) members of the Peer Panel Review process. Applications will also be evaluated through a series of internal FEMA review processes for completeness, adherence to programmatic guidelines, technical feasibility, and anticipated effectiveness of the proposed project(s). Below is the process by which applications will be reviewed:

i. Pre-scoring Process

In the application, fire departments applying for SAFER grants will be asked general questions about their organization and community, as well as questions specific to the proposed project. National, state, local, or tribal organizations that

represent the interests of volunteer firefighters will be asked a number of general questions regarding their organizations and a series of activity-specific questions relative to the recruitment and retention projects they propose and the activities selected. Answers to activity-specific questions as well as information submitted throughout the application will determine an applicant's standing relative to SAFER grant funding priorities. Application narratives are not reviewed during pre-score. Applications most consistent with the SAFER grant funding priorities score higher in the automated evaluation. Automated evaluation scores represent 50 percent of the total application score.

ii. Peer Review Panel Process

A panel of at least three Peer Review Panelists performs the second phase of an application's evaluation. The panel is composed of fire service representatives recommended by the national organizations from the CDP. These panelists evaluate the application using the Narrative Statement, answers to the general questions, and answers to the activity-specific questions. Each application is evaluated on its own merits against established criteria and is not compared to other applications. The peer review evaluation score represents 50 percent of the total application score.

iii. Technical Evaluation Process (TEP)

The highest ranked applications will be deemed in the fundable range. Applications that are in the fundable range will undergo both a Technical Review by a Subject Matter Expert (SME) as well as a SAFER Program Office review prior to being recommended for award. The FEMA Program Office will assess the request with respect to costs, quantities, feasibility, eligibility, and recipient responsibility prior to recommending any application for award.

Once the TEP is complete, each application's cumulative score will be determined and a final ranking of applications will be created. FEMA will award grants based on this final ranking and the ability to meet statutorily required funding limitations outlined in Appendix B, III. Statutorily Required Funding Limitations.

Simplified Acquisition Threshold (currently \$150,000)

- i. Prior to making a federal award with a total amount of federal share greater than the simplified acquisition threshold, DHS is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS).
- ii. An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.

- iii. DHS will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under federal awards when completing the review of risk posed by applicants as described in 2 CFR § 200.205 federal awarding agency review of risk posed by applicants.

Narrative Evaluation Criteria

The Narrative Statement of the application must provide specific details about the activity for which applicants are seeking funding, including budget details. The applicant must explain how the proposed activity is related to the hiring or recruitment and retention program.

In applications for the Recruitment and Retention of Volunteer Firefighters Activity, applicants must also provide details regarding how volunteers will qualify for the incentives (who is eligible for initiatives funded under the grant and discuss any prerequisites). For example, an organization might withhold paying nominal stipends until members participate in a minimum number of operational activities.

Applicants should save their work often as the electronic application includes a time-out feature. If no-save activity is detected for a period of time, the application will time-out and all information that is not saved could be lost. Therefore, it is recommended that applicants type the Narrative Statement information offline using a word processing program to avoid losing any information.

Once the Narrative Statement is complete, applicants can then cut-and-paste the text into the appropriate sections within the Narrative Statement section of the online application.

Please note the Narrative Statement blocks do not allow for formatting. Do not type the narrative using only capital letters. Additionally, do not include tables, special fonts (e.g., quotation marks, bullets), or graphs.

Space for the Narrative Statement is limited. Each element must have a minimum of 200 characters and each element will have a character limit; the limit varies based on the questions being asked. The character count is listed below. Once the Narrative Statement is saved to the online application, log-out and then log back in to the application to verify that the information was successfully saved.

Peer Review Panelists will evaluate and score each activity based on the following narrative elements within each activity:

i. Hiring of Firefighters Activity

The Narrative Statement for applications requesting this funding must include Elements 1 through 4. Each element will be evaluated independently by a Peer Review Panelist. The relative weight of each element in the determination of the grant award is listed below.

1) Project Description (30%):

- a) Why does the department need the positions requested in this application? If the request is based on a needs assessment or Insurance Services Office rating, provide details of those outcomes. (3000 character limit)
- b) Describe how the positions requested in this application will be used within the department (e.g., fourth firefighter on engine, open a new station, eliminate browned out stations, reduce overtime). What are the specific benefits that the positions requested in this application will provide to the fire department and community? (2000 character limit)
- c) Describe how the awarding of this grant would enhance the department's ability to protect critical infrastructure. (1000 character limit)

2) Impact on Daily Operations (30%):

- a) Explain how the community and the current firefighters employed by the department are at risk without the positions requested in this application. How will that risk will be reduced if awarded? (2000 character limit)
- b) Discuss the impact the positions requested in this application will have on the department's NFPA compliance. (2000 character limit)

3) Financial Need (30%):

- a) Provide additional details about the department's current operating budget, including an income versus expenses breakdown of the current annual budget. (2000 character limit)
- b) Describe the department's budget shortfalls and the inability to address the financial needs without federal assistance. What other actions has the department taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs)? (2000 character limit)
- c) Discuss how the critical functions of the department are affected without this funding. (2000 character limit)

4) Cost Benefit (10%):

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if

awarded the positions requested in this application. (3000 character limit)

ii. Recruitment and Retention of Volunteer Firefighters Activity (Fire Departments)

The Narrative Statement for applications requesting this funding must include Elements 1 through 4. Each element will be evaluated independently by a Peer Review Panelist. The relative weight of each element in the determination of the grant award is listed below:

1) Project Description (30%):

- a) Describe the problems and/or issues the department is experiencing in recruiting new volunteer firefighters. What are the problems and/or issues the department is experiencing in retaining current members? (3000 character limit)
- b) Describe the implementation plan to directly address the identified problems or issues. What are the methods and specific steps that will be used to achieve this plan? (3000 character limit)
- c) Describe how the recruitment of new volunteer firefighters and/or retention of current volunteer firefighters will impact the department's operational needs or capabilities. (1500 character limit)
- d) Describe the specific benefits the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire department(s) and community. (1000 character limit)
- e) If the grant request will have a regional impact, identify the activities that are part of the regional request and explain which activities are exclusive to the host applicant, if applicable. (2000 character limit)

2) Impact on Daily Operations (30%):

- a) Describe how the community and current volunteer firefighters in the department are at risk without the items or activities requested in this application. How will the risk be reduced if awarded? (2000 character limit)
- b) Provide details on how often the department currently complies with the applicable NFPA 1710 or NFPA 1720 standards. Explain the impact the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the department's NFPA compliance, if awarded. (2000 character limit)

3) Financial Need (30%):

- a) Provide additional details about the department's current operating budget, including an income versus expenses breakdown of the department's current annual budget. (2000 character limit)
- b) Describe the department's budget shortfalls and the inability to address financial needs without federal assistance. What other actions has the department taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs)? How have similar projects have been funded in the past? (2000 character limit)
- c) Discuss how the critical functions of the department are affected without this funding. (1000 character limit)

4) Cost Benefit (10%):

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the department and community will realize if awarded the items or activities requested in this application. (3000 character limit)

iii. Recruitment and Retention of Volunteer Firefighters Activity (national, state, local, or tribal volunteer firefighters interest organizations)

The Narrative Statement for applications requesting this funding must include Elements 1 through 4. Each element will be evaluated independently by a Peer Review Panelist. The relative weight of each element in the determination of the grant award is listed below:

1. Project Description (30%):

- a) Describe the problems and/or issues the fire departments, who the organization will be reaching with this grant, are experiencing in recruiting new volunteer firefighters. What are the problems and/or issues the same departments are experiencing in retaining current members? (3000 character limit)
- b) Describe the organization's implementation plan to directly address the problems or issues identified. What are the methods and specific steps that will be used to achieve this plan? (3000 character limit)
- c) Describe how the recruitment of new volunteer firefighters and/or retention of current volunteer firefighters will impact the operational needs or capabilities of the fire departments participating in this application. (1500 character limit)
- d) Describe the specific benefits the new volunteer firefighters and/or retention of current volunteer firefighters will provide for the fire departments participating in this application and their respective communities. (1000 character limit)

- e) Describe the organization's procurement practices and the timelines outlining the chronological steps to complete the activities requested in this application. (2000 character limit)

2. Impact on Daily Operations (30%):

- a) Describe how the fire departments participating in this application and their current volunteer firefighters and communities are at risk without the items or activities requested in this application. How will that risk be reduced if awarded? (2000 character limit)
- b) Describe the impact that the recruitment of new volunteer firefighters and/or the retention of current volunteer firefighters will have on the NFPA compliance of the fire departments participating in this application, if awarded. (2000 character limit)

3. Financial Need (30%):

- a) Provide detail about the organization's operating budget for the current (at time of application) fiscal year, including an income versus expenses breakdown of the current annual budget. Provide details of the organization's annual operating budget for the 2001, 2002, and 2003 fiscal years. (2000 character limit)
- b) Describe the organization's budget shortfalls and the inability to address the financial needs without federal assistance. What other actions has the organization taken to obtain funding elsewhere (e.g., state assistance programs, other grant programs)? How have similar projects have been funded in the past? (2000 character limit)
- c) Discuss how the critical functions of the organization are affected without this funding. (1000 character limit)

4. Cost Benefit (10%):

Describe the benefits (e.g., quantifying the anticipated savings and/or efficiencies) the fire departments participating in this application and their communities will realize if awarded the items or activities requested in this application. (3000 character limit)

F. Federal Award Administration Information

Notice of Award

Awards will be announced on a rolling basis until all grant funds are allocated. Once an award has been approved and recorded in the system, an award package is sent to the authorized representative. The award package and email notification will be made within the eGrants system. The authorized representative should follow the directions in the notification to accept the award documents. The authorized representative should carefully read the award package for instructions on administering the grant, whether there has been an adjustment to the award,

and to become familiar with the terms, conditions and responsibilities of federal awards.

The offered award will be available for a maximum of 30 days until the recipient either accepts or declines the award via the online AFGP eGrants system. The recipient should follow the directions in the notification to confirm acceptance of the award. Failure to accept the grant award within 30 days of an offer of award may result in a loss of funds. Recipients may request additional time to accept the award if needed.

Negotiation of Award. During the review process for a SAFER award, the application request(s) may have been modified. These modifications will be identified in the award package, which is provided upon the offer of an award.

If the awarded activities, scope of work, or requested dollar amount(s) do not match the application as submitted, the recipient shall only be responsible for completing the activities actually funded by FEMA. The recipient is under no obligation to start, modify, or complete any activities requested but not funded by the award.

Turndown Notifications. All applicants who do not receive an FY 2016 SAFER award will receive a turndown notification within the eGrants system. Turndown notifications will briefly describe why the application was not recommended for funding. Due to the historical volume of applications and turndowns, detailed debriefs for each applicant will not be possible.

Period of Performance Guidance

- i. Hiring of Firefighters Activity
 - The period of performance is 36 months for all grants awarded under this activity.
 - A default 180-day recruitment period begins when an application is approved for award under this activity.
 - The 36 month period of performance automatically starts after the 180-day recruitment period, regardless of whether the recipient has successfully hired the requested firefighters. The period of performance cannot be started later than 180 days after the award date.
 - If a recipient is able to hire SAFER-funded firefighters during the 180-day recruitment period, the period of performance may begin at that time. However, recipients must submit an amendment requesting that the period of performance start before the end of the 180-day recruitment period.
 - An extension to the period of performance is not permitted.
- ii. Recruitment and Retention of Volunteer Firefighters Activity

- The period of performance will be between 12 and 48 months for all grants awarded under this activity.
- A default 90-day recruitment period begins when the application is approved for award. This period allows each recipient time to gather resources, initiate processes, and to finalize contracts needed to implement SAFER grant activities before the start of the period of performance in order to maximize the availability of the funding.
- If a recipient is able to begin their recruitment or retention activities during the 90-day recruitment period, the period of performance may begin at that time. However, recipients must submit an amendment requesting that the period of performance start before the end of the 90-day recruitment period.
- The period of performance automatically starts after the 90-day recruitment period, regardless of whether the recipient has begun implementing their grant award. The period of performance cannot be started later than 90 days after the award date.
- Extensions to the period of performance are permitted.

Administrative and National Policy Requirements

DHS Standard Administrative Terms and Conditions

All successful applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Terms and Conditions, which are available online at:

<https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>

The applicable DHS Standard Terms and Conditions will be those in effect for the year in which the award was originally made.

Before accepting the award, the Authorized Organizational Representative (AOR) should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under federal Awards. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

On December 26, 2014, DHS adopted the Office of Management and Budget's (OMB) *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* in 2 C.F.R. Part 200, which establishes a uniform set of mandatory requirements for federal awards to non-federal entities. These requirements apply to all awards made after December 26, 2014, including FY 2016 SAFER awards. This regulation (also commonly referred to as the

“Super Circular” or “Omni Circular”) is available at: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

A crosswalk that highlights policy changes, clarifications, and updates to policy provisions, is available at:

<https://www.whitehouse.gov/sites/default/files/omb/fedreg/2013/uniform-guidance-crosswalk-from-predominate-source-in-existing-guidance.pdf>

Reporting

Recipients are required to submit various financial and programmatic reports as a condition of their award acceptance. Future awards and funds drawdown may be withheld if these reports are delinquent.

Federal Financial Reporting Requirements

Federal Financial Reports (SF-425). Recipients of SAFER grants awarded on or after October 1, 2009, are required to submit semi-annual Federal Financial Reports (FFR) (SF-425). The FFR is to be submitted using the online eGrants system based on the calendar year beginning with the period after the start of the period of performance. Recipients are required to submit an FFR throughout the entire period of performance of the grant. Reports are due:

- **July 30** (for period January 1 – June 30)
- **January 31** (for period July 1 – December 31)
- Within 90 days after the end of the Period of Performance

The Federal Financial Reporting Form (FFR) and instructions are available at the following sites:

http://www.whitehouse.gov/sites/default/files/omb/grants/approved_forms/SF-425.pdf

https://www.whitehouse.gov/sites/default/files/omb/grants/standard_forms/SF-425_instructions.pdf

Financial and Compliance Audit Report. For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of the Government Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=876f827f6fae2c4bce610e9427a6d229&node=sp2.1.200.f&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from all federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at: http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2012.

Program Performance Reporting Requirements

Quarterly Performance Reports. SAFER grant recipients are responsible for submitting quarterly programmatic performance reports through the eGrants system. The programmatic performance report is due every three months after the start of the grant's period of performance, and thereafter until the end of the period of performance.

Monitoring. Recipients will be monitored periodically by FEMA staff, both programmatically and financially, to ensure that the project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met.

Monitoring may be accomplished through either a desk-based review or onsite monitoring visits, or both. Monitoring will involve the review and analysis of the financial, programmatic, performance, compliance and administrative processes, policies, activities, and other attributes of each federal assistance award, and will identify areas where technical assistance, corrective actions, and other support may be needed.

The recipient is responsible for monitoring all sub-award activities to ensure compliance with federal and state laws, regulations, and guidance. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining of adequate financial records, reporting and refunding expenditures disallowed by audits, monitoring, or other assessments and reviews.

Close Out Reporting Requirements

Within 90 days after the end of the period of performance, recipients must submit a final SF-425 and a final performance report (within the closeout module in eGrants system) detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance.

After these reports have been reviewed and approved by FEMA, a close-out notice will be completed to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final SF-425.

The recipient is responsible for returning any funds that have been drawn down but remain as unliquidated on recipient financial records.

G. DHS Awarding Agency Contact Information

Contact and Resource Information

SAFER Help Desk

The SAFER Help Desk provides technical assistance to applicants for the online completion and submission of applications into the eGrant system, answers questions concerning applicant eligibility and recipient responsibilities, and offers assistance in the programmatic administration of award. The Help Desk can be contacted at (866) 274-0960 or by email at FireGrants@fema.dhs.gov. Normal hours of operation are from 8:00 a.m. to 4:30 p.m., Monday through Friday. All times listed are Eastern Time.

eGrants System Information

For technical assistance with the eGrants system or SAFER application or award questions, please email the SAFER Help Desk at: FireGrants@fema.dhs.gov. The Help Desk can also be contacted at (866) 274-0960.

H. Additional Information

Extensions to SAFER Hiring of Firefighters Activity Grants

Extensions to the period of performance are not permitted.

Extensions to SAFER Recruitment and Retention of Volunteer Firefighters Activity Grants

Extensions to the period of performance are permitted.

An award's period of performance must be active for a recipient to submit a proposed extension request to FEMA. Recipients should request extensions sparingly and only under exceptional circumstances. **Approval is not guaranteed.**

Extensions to the initial period of performance identified in the award will only be considered through formal requests, via the eGrants system, and must contain specific and compelling justification as to why an extension is required.

All extension requests must contain:

1. Grant Program, Fiscal Year, and award number;
2. Justification for the extension—this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;

5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

To be eligible for consideration, extension requests must be submitted via the eGrants system. Requests should be submitted no earlier than 120 days but no later than 60 days prior to the end of the award's period of performance.

In accordance with FEMA policy, extensions are reviewed on a case-by-case basis, and typically granted for no more than a six-month time period. Extension requests will be granted only due to compelling legal, policy, or operational challenges. The review process can take up to 30 days or longer. This review period should be factored into the timing of when to submit a request for an extension.

Example: Recipients may request an extension, when not adjusting the timeline for liquidating obligations would constitute a verifiable legal breach of contract by the recipient with vendors or sub-recipients; or where a specific statute or regulation mandates an environmental review that cannot be completed within this timeframe; or where other exceptional circumstances warrant a discrete waiver.

Appendix A: FY 2016 SAFER Program Updates

Appendix A contains detailed information on changes to SAFER between FY 2015 and FY 2016

I. New For FY 2016

The content of this NOFO reflects DHS's implementation of Section 34 of the *Federal Fire Prevention and Control Act of 1974*, as amended (15 U.S.C. § 2229a). Under this authority, the FY 2016 SAFER grant program requires the following:

- **Position Cost Limit:** SAFER Hiring of Firefighters Activity grant funds may not exceed a certain percentage of the usual annual cost of a first-year firefighter in that department at the time of the grant application. There is no waiver available for this requirement.
- **Cost Share:** SAFER Hiring of Firefighters Activity grant recipients are now required to contribute a Cost Share toward the actual cost of hiring firefighters under this program. Grant recipients can apply to waive this requirement.
- **Minimum Budget Requirement:** At the time of application, both SAFER Hiring of Firefighter Activity and Recruitment and Retention of Volunteer Firefighters Activity grant applicants are required to certify that their annual budget for fire-related programs and emergency response has not been reduced below 80% of the average funding level in the three years prior to November 24, 2003. Grant recipients can apply to waive this requirement.
- **No Supplanting Allowed:** SAFER Hiring of Firefighter Activity grant funds may only be used to hire new, additional firefighters and may not be used to supplant funds that would otherwise be available from State or local sources, or the Bureau of Indian Affairs. Grant recipients can apply to waive this requirement. The Hiring of Firefighters Activity is no longer sub-divided into "Rehire," "Retention," "Attrition," and "New" positions.
- **Period of Performance:** The period of performance has been increased from two to three years for SAFER Hiring of Firefighter Activity grants. Extensions to the period of performance are not available for Hiring of Firefighter Activity grants.

Economic Hardship Waiver of Cost Share or Minimum Budget Requirement

In cases of demonstrated economic hardship, and upon the request of the recipient, the Administrator may waive or reduce the Cost Share requirement, the Minimum Budget Requirement, and/or the restriction on supplanting. SAFER Hiring of Firefighter Activity grant recipients may apply for one, two, or all three of the available waivers.

SAFER Recruitment and Retention of Volunteer Firefighters Activity grant applicants may only apply to waive or reduce the minimum budget requirement.

Applicants must indicate their interest in a waiver within the FY 2016 SAFER application. If the SAFER grant is awarded and accepted, recipients will be directed to submit an amendment request documenting the waiver within the online eGrants system.

For complete requirements concerning these waivers, including a description of how a recipient may demonstrate economic hardship and apply for a waiver, please refer to the SAFER Economic Hardship Waiver policy, which will be posted at: <https://www.fema.gov/staffing-adequate-fire-emergency-response-grants-documents>.

Appendix B – Programmatic Information and Priorities

Appendix B contains more detailed information on SAFER Program Information and Priorities. Reviewing this information may help applicants make their application(s) more competitive.

I. Supporting Definitions for this NOFO

Attrition: A gradual reduction in work force without laying off of personnel, as when workers resign or retire and are not replaced.

Authority Having Jurisdiction (AHJ): (Per NFPA101-2015 Edition: Life Safety Code) is that person or office charged with enforcing the Life Safety Code.

Automatic Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA 1720 - 2009) is a plan developed between two or more fire departments for immediate joint response on first alarms.

Benefits: Includes regular compensation paid to employees during periods of authorized absences from the job, e.g., vacation leave, sick leave, military leave. These costs are absorbed by all organization activities in proportion to the relative amount of time or effort actually devoted to each. Employer contributions or expenses for social security, employee insurance, workmen's compensation, pension plan costs, and the like, whether treated as indirect costs or as direct costs, are also eligible and shall be distributed to particular awards and other activities in a manner consistent with the pattern of benefits accruing to the individuals or group of employees whose salaries and wages are chargeable. Overtime expenses, other than those meeting the Fair Labor Standards Act (FLSA) requirements, are not eligible as benefits costs under the Hiring of Firefighters Activity. Please also reference 2 CFR §200.431 Compensation—fringe benefits.

Career Fire Department: A fire department that has an all-paid force of firefighting personnel other than paid-on-call firefighters (fire departments that provide reimbursement on a paid-on-call basis are considered to be a combination fire department for the purposes of this program).

Combination Fire Department: A fire department that has paid firefighting personnel and volunteer firefighting personnel. At minimum, a combination fire department must have at least one active firefighter who receives financial compensation for services (including paid-on-call) and at least one active firefighter who does not receive financial compensation for services, other than life, health, and workers' compensation insurance.

Emergency Medical Services Organization: A public or private organization that provides direct emergency medical services, including medical transport.

Fire Department: An agency or organization that has a formally recognized

arrangement with a state, territory, local government, or tribal authority (city, county, parish, fire district, township, town, or other governing body) to provide fire suppression on a first-due basis to a fixed geographical area. Fire departments may be comprised of members who are volunteer, career, or a combination of volunteer and career.

Firefighter: An individual having the legal authority and responsibility to engage in fire suppression; employed by a fire department of a municipality, county, fire district, or state, engaged in the prevention, control, and extinguishing of fires; and/or responding to emergency situations in which life, property, or the environment is at risk. This individual must be trained in fire suppression, but may also be trained in emergency medical care, hazardous materials awareness, rescue techniques, and any other related duties provided by the fire department.

Formal Layoff Notice: Any layoff notice should align with the local rules and regulations that govern civil service employment in the jurisdiction. In order to be reasonable to employees, and to provide employees facing layoff actions a clear understanding of the impending action, any notice of layoff should be in writing and delivered to a specific employee affected by the action. The notice should identify a specific date employment will cease or specific event that would trigger the termination of employment. The notice should be delivered or otherwise presented directly to the affected employee in advance of the layoff action in accordance with the civil service provisions or union agreement in force in the jurisdiction taking action, e.g., 60 days prior to the effective date of the layoff action. The notice should specify whether the action is permanent or temporary, as well as provide the anticipated schedule of layoffs. For the purposes of the SAFER Program, a notice that is not executed within the specified terms will be considered void unless an additional notice is provided within 14 days of the original action date.

Initial Full Alarm Assignment: Personnel, equipment, and resources ordinarily dispatched upon notification of a structural fire.

Majority Career: A department is considered majority career if 50 percent or more of the active firefighting membership is salaried staff.

Majority Volunteer: A department is considered majority volunteer if more than 50 percent of the active firefighting membership is NOT compensated for service other than a nominal stipend and/or insurance.

Mutual Aid: (Per NFPA 1710, 3.3.2.1 - 2010 edition and NFPA1720 - 2009) is a written intergovernmental agreement between agencies and/or jurisdictions stating that they will assist one another on request by furnishing personnel, equipment, and/or expertise in a specified manner.

National, State, Local, or Tribal Organizations that Represent the Interests of Volunteer Firefighters: Organizations that support or represent the interests of firefighters in front of legislative bodies at the local, state, tribal, and federal level. Such organizations include, but are not limited to, state or local firefighter and/or fire chiefs' associations, volunteer firefighter relief organizations, and associations. FEMA shall make the final determination as to whether an applicant is an appropriate volunteer firefighter interest group.

Nominal Stipend: A stipend is nominal if it does not exceed 20 percent of what the fire department would otherwise pay to hire a full-time firefighter to perform the services for which the stipend is provided. Whether a stipend falls above or below the 20 percent threshold may be determined in one of two ways. Departments that maintain paid full time firefighters on their payrolls may compare the stipend to the salary they pay a full time firefighter who performs similar services to determine whether the stipend is more or less than 20 percent of that salary. Departments that do not maintain full time firefighters on their payrolls may make the determination based on a comparison to the salary paid to a full time firefighter in a neighboring jurisdiction, elsewhere in the state or ultimately the nation, and may also utilize data from the Department of Labor's Bureau of Labor Statistics. A nominal stipend may also include reimbursements to volunteer firefighters for approximate out-of-pocket expenses they incur.

If a stipend paid exceeds 20 percent of the prevailing wage calculated as described above, then the firefighter receiving compensation would not qualify as a volunteer and is considered an employee who may be covered by the FLSA minimum wage and overtime provisions.

Operational Budget: The budget supporting fire-related programs and/or emergency response activities (e.g., salaries, maintenance, equipment, apparatus).

Operational Position: A position with a primary assignment (more than 50 percent of duties) of fire suppression, which includes staffing a fire suppression vehicle, regardless of collateral duties, in support of the department's NFPA 1710 or NFPA 1720 compliance.

Paid-on-Call: Firefighters who are paid a stipend for each event to which they respond. Paid-on-call firefighters may be considered paid firefighters or volunteer firefighters, depending on whether the stipend they receive is a nominal stipend. For the purposes of this SAFER Program, a department whose membership is comprised of all volunteer firefighters, including any paid-on-call firefighters who receive only a nominal stipend, will be considered a volunteer fire department. Also, for the purposes of this SAFER Program, a department whose membership is comprised of any paid-on-call firefighters who receive more than a nominal stipend will be considered a combination fire department. Also refer to the definition of a nominal stipend.

Part-Time Firefighter: A firefighter who works less than 40 hours per week. When more than one part-time firefighter shares a position that results in work in excess of 40 hours per week, FEMA considers that shared assignment to be a Full-time Equivalent (FTE) position that must be accounted for in the staffing information provided in the application.

Salary: A fixed payment made by an employer to an employee to compensate for a regular work schedule. Typically the payment is made on a monthly, biweekly, or weekly basis but often expressed as an annual sum. See also 2 C.F.R. § 200.430 compensation—personal services. The salary structure should be documented in writing by the employer. Only costs for overtime that an employer routinely pays as a part of the base salary or a firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act (FLSA) are eligible salary costs under the Hiring of Firefighters Activity.

State: Any of the 50 states, the District of Columbia, Puerto Rico, the U.S. Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands.

Staffing and Deployment: The minimum staffing requirements to ensure a sufficient number of members are available to operate safely and effectively as defined in NFPA 1710 and 1720.

Volunteer Fire Department: A fire department that has an all-volunteer force of firefighting personnel. For a fire department to have an all-volunteer force, no member may receive financial compensation (in the form of salary or wages) for their services other than life and health insurance, workers' compensation insurance, and/or a nominal stipend per call. FEMA considers a department to be majority volunteer if more than 50 percent of its membership is made up of personnel who do not receive financial compensation for services.

II. Funding Limitations

Specific funding parameters are either required by law or are the outcome of recommendations from the Criteria Development (CDP). The source of each requirement is identified with a parenthetical that follows each requirement below.

- 10 percent of the funding appropriated for FY 2016 SAFER awards is set aside for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a (a)(2))
 - No more than 33 percent of the total amount allocated for the recruitment and retention of volunteers can be awarded to national, state, local, or tribal organizations that represent the interests of volunteer firefighters (CDP)
- 10 percent of the funding appropriated for FY 2016 SAFER awards is set aside

for grants awarded to volunteer or majority volunteer departments for hiring of firefighters.

- A majority volunteer fire department is made up of more than 50 percent of personnel who do not receive financial compensation for their services, other than life, health, and worker's compensation insurance, or a nominal stipend payment, including certain paid-on-call personnel. It may be necessary to go out of rank order to select a sufficient number of applications in order to meet the 10 percent requirement. (15 U.S.C. § 2229a (a)(1)(H))
- If less than 10 percent of the funds available for the hiring of firefighters are awarded to volunteer and majority volunteer fire departments, the remaining funds must be transferred to provide grants for the recruitment and retention of volunteer firefighters (15 U.S.C. § 2229a (a)(1)(H))

III. Funding Priorities

Program Priorities Description

This section summarizes the program priorities used to determine grant awards. Program priorities are listed as High ■■■, Medium ■■■, or Low ■■■. Within each identified program priority, all the proposed activities have an equal value.

There are separate evaluation criteria for the following applications:

- Hiring of Firefighters
- Recruitment and Retention of Volunteer Firefighters – Fire Departments
- Recruitment and Retention of Volunteer Firefighters – National, State, Local, or Tribal Volunteer Firefighter Interest Organizations

A. Hiring of Firefighters Activity

Grants awarded under the Hiring of Firefighters Activity enable volunteer, combination, and career fire departments to improve staffing levels to attain a more effective level of response and a safer incident scene. Grants are awarded directly to volunteer, combination, and career fire departments to help fire departments increase their cadre of frontline firefighters. Hiring of Firefighter grants provide fire departments with funds to pay new firefighter salaries and benefits (exclusive of overtime).

1. Meeting the National Standards

FEMA prioritizes bringing non-compliant (NFPA 1710 or 1720) departments into compliance in the most cost-effective manner.

Applicants will be asked general questions about the NFPA standard they are attempting to meet as well as their current ability to meet that standard (without the use of overtime). Applicants will also be asked to indicate what their ability will be to meet that same standard if

awarded grant funds.

Having additional firefighters on staff should improve a local fire department's ability to comply with the staffing, response, and operational standards that enhance community and firefighter safety.

Applications resulting in the largest percentage increases in compliance with the relevant section of NFPA 1710 (for career departments) or 1720 (for volunteer departments) receive higher consideration than applications resulting in smaller percentage increases in compliance.

Note: SAFER grants focus only on the Deployment or Staffing and Deployment sections of these two standards, respectively.

- NFPA 1710 Assembly Requirements: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Career Fire Department (Section 5.2.4.1 – Single-Family Dwelling Initial Full Alarm Assignment Capability). This standard applies primarily to all-career fire departments and combination departments if the combination department chooses it.
- NFPA 1720 Assembly Requirements: Standard for the Organization and Deployment of Fire Suppression Operations, Emergency Medical Operations, and Special Operations to the Public by Volunteer Fire Departments (Section 4.3 – Staffing and Deployment). This standard applies primarily to all-volunteer fire departments, but it may also apply to combination departments if the combination department does not choose to comply with the NFPA 1710 standard.

National Fire Protection Association (NFPA) – “FREE ACCESS”
- As part of its commitment to enhancing public safety and supporting the emergency responder, the NFPA makes its codes and standards available online for free. Please visit:
<http://www.nfpa.org/freeaccess>

The tables below identify the priority levels for current and new compliance with the NFPA 1710/1720 standard.

Current 1710/1720 Compliance Priorities	
 Never or 0%	 Half the time or 40-59%
 Rarely or 1-19%	 Very often or 60-79%
 Sometimes or 20-39%	 Most of the time or 80-99%

New 1710/1720 Compliance Priorities	
 Always or 100%	 Half the time or 40-59%
 Most of the time or 80-90%	 Sometimes or 20-39%
 Very often or 60-79%	 Rarely or 1-19%

2. Call Volume and Population Served

Department call volume and population served are both factors in the initial application evaluation. Departments responding to a higher number of incidents and departments who protect a larger jurisdiction will receive higher consideration than those departments responding to fewer incidents and protecting smaller jurisdictions.

3. Firefighter Health Measures

The health and wellbeing of firefighters is of paramount importance. Therefore, applicants who indicate newly recruited firefighters will undergo an entry-level physical and receive immunizations and who indicate they will provide annual medical exams receive higher consideration than applicants who do not specify these benefits will be provided. To qualify for this higher consideration, the physicals must be consistent with those required under NFPA 1582 Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members.

4. Training Requirements

Applicants will receive higher consideration if the personnel funded under the grant will meet the minimum EMS certification requirements prescribed by the locality or state having jurisdiction.

B. Recruitment and Retention of Volunteer Firefighters Activity – Fire Departments

The purpose of these grants is to assist fire departments with the recruitment

and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create a net increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies within the recipient's response area. The following identifies the elements that the applications will be evaluated on during the pre-scoring process.

1. Meeting Staffing Standards

The highest priority is to assist departments experiencing a high rate of turnover and that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see section 1(c) Meeting National Standards).

2. Volunteer Membership

Departments or organizations with the highest percentage of volunteers should benefit the most from the recruitment and retention of volunteer firefighters. Therefore, applicants whose membership is comprised of mostly volunteer members, or have a significant number of volunteer firefighters, receive higher consideration.

Percentage of Volunteers	
 91-100%	 41-50%
 81-91%	 31-40%
 71-80%	 21-30%
 61-70%	 11-20%
 51-60%	 1-10%

3. Recruitment/Retention Plan

It is critical to have a plan for recruitment and/or retention activities. Applications requesting funding for recruitment and/or retention programs should be based on formal plans. Applicants must summarize the departments' recruitment and/or retention plans in the Narrative Statement and explain how the projects/activities will fulfill the plans and meet organizational goals.

4. Call Volume

Department call volume is a factor in the initial evaluation. Departments responding to a higher number of incidents receive higher consideration.

5. Firefighter Health Measures

Applicants who indicate the newly recruited firefighters will undergo an entry-level physical and receive immunizations, who indicate they will provide annual medical exams, and who provide worker's compensation/Accidental Death & Dismemberment (AD&D) benefits to their members receive higher consideration than applicants who do not specify these benefits will be provided.

Entry-Level Medical Exams	
☐ NFPA 1582-compliant physicals	☐ Non-NFPA-compliant physicals

Annual Medical Exams	
☐ NFPA 1582-compliant physicals	☐ Non-NFPA-compliant physicals

6. Training Requirements

Training and Certification	
☐ FF II/EMT	☐ FF I
☐ FF II	☐ First Responder
☐ FF I/EMT	

7. Recruitment and Retention (R&R) Coordinator

R&R Coordinator	
☐ Applicants who currently have a coordinator in place	
☐ Applicants who will request grant funding for a coordinator's position	☐ Applicants who do not have, or are not requesting, an R&R Coordinator

8. Evaluation Plan

Evaluation Plan	
 Applicants who will perform a periodic evaluation of the program's impact	 Applicants who will not perform a period evaluation of the program's impact

9. Marketing Plan

Marketing Plan	
 Applicants who currently have a marketing plan in place	 Applicants who do not have, or will not request funding for, a marketing plan
 Applicants who will request grant funding for a marketing plan	

10. Regional Requests

Requests for recruitment or retention that have a regional impact (i.e., an impact beyond the immediate boundaries of the applicant's first-due area) will receive higher consideration.

An eligible applicant, which can include a fire department, may act as a "host applicant" and apply for support of both a regional initiative and its own department's internal needs on one application. In order to apply for a regional project, the host fire department must agree, if awarded, to be responsible for all aspects of the grant. This includes, but is not limited to, accountability for the assets and all reporting requirements.

Regional host applicants and participating partner agencies must execute a Memorandum of Understanding (MOU) or equivalent document, signed by all parties participating in the award, prior to submitting an application under the Regional Program activities. The agreement should specify the individual and mutual responsibilities of the participating partners, the participant's level of involvement in the project(s), the participating partners' EIN numbers, and the proposed distribution of all grant-funded assets or contracted services.

Successful regional applicants shall provide a copy of the signed MOU

at the time of award. Any entity named in the application as benefiting from the award shall be a party the MOU or equivalent document.

In completing the Request Details and Narrative Statement sections of the application, the applicant must include a list of participating third-party organizations that will benefit from the regional project if the project is approved. The third-party organizations that will benefit from the recruitment and retention project may also apply for funding under SAFER as long as the third-party organizations do not apply for a project that could conflict with or duplicate the host applicant's project. Applicants must also certify that they will ensure the fire departments participating in this application have not received grants for similar items/activities.

All participants of a Regional application must be compliant with SAFER requirements, including being current with past grants, closeouts, and other reporting requirements. The host shall not distribute grant-funded assets or provide grant-funded contractual services to non-compliant partner organizations.

Note: Only applications submitted under the Recruitment and Retention of Volunteer Firefighters Activity qualify for regional project requests. Regional projects are not eligible under the Hiring of Firefighters Activity.

C. Recruitment and Retention of Volunteer Firefighters Activity – National, State, Local, or Tribal Volunteer Firefighter Interest Organizations

The purpose of these grants is to assist national, state, local, or tribal organizations that represent the interests of volunteer firefighters with the recruitment and retention of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response. The grants are intended to create an aggregate increase in the number of trained, certified, and competent firefighters capable of safely responding to emergencies on behalf of the fire departments being represented. For this reason, projects that are comprehensive in nature and based on a clear needs assessment, implementation plan, evaluation plan, and have, or will establish, fire service partnerships will receive higher consideration.

In completing the Request Details and Narrative Statement sections of the application, the applicant must include data that approximates the characteristics of the entire region and/or all fire departments affected by the grant. If awarded, recipients may be required to provide documentation of each fire department's consent to participate in the application. Applicants must also certify that they will ensure the fire departments participating in this

application have not received grants for similar items/activities. The following identifies the elements that the applications will be evaluated on during the pre-scoring process.

1. Meeting Staffing Standards

The goal under this SAFER activity is to assist departments experiencing a high rate of turnover that have staffing levels significantly below the ideal staffing level required to comply with NFPA standards 1710 or 1720 (for details, see Section 1c. Meeting National Standards). Organizations that currently have the lowest recruitment and retention rates among the entire region and/or all fire departments benefiting from the grant funds are given a higher consideration for funding.

2. Recruitment/Retention Plan

It is critical to have a plan for recruitment and retention activities. Applications requesting funding for recruitment or retention programs should be based on formal plans. Applicants must summarize the organization's recruitment and retention plans in the Narrative Statement and explain how the projects/activities applied will fulfill the plans and meet organizational goals.

3. Recruitment and Retention (R&R) Coordinator/Program Manager

R&R Coordinator	
 Applicants who currently have a coordinator or program manager in place	 Applicants who do not have, or are not requesting, a coordinator or program manager
 Applicants who will request grant funding for a coordinator or program manager's position	

4. Evaluation Plan

Evaluation Plan	
 Applicants who will perform a periodic evaluation of the program's impact	 Applicants who will not perform a period evaluation of the program's impact

5. Marketing Plan

Marketing Plan	
 Applicants who currently have a marketing plan in place	 Applicants who do not have, or will not request funding for, a marketing plan
 Applicants who will request grant funding for a marketing plan	

6. Needs Assessment

Needs Assessment	
 Applicants with projects based on a needs assessment	 Applicants with projects that are not based on a needs assessment

7. Fire Service Partnerships

Fire Service Partnerships	
 Applicants who have, or will establish, fire service partnerships as part of this project	 Applicants who will not have, or establish, fire service partnerships as part of this project

IV. Eligible and Ineligible Projects and Costs

Regardless of the eligibility of any costs requested or the panelists' determination, FEMA reserves the right to reduce any requests for funding, in whole or in part, that it deems excessive or otherwise contrary to the best interests of the program.

Hiring of Firefighters Activity – Eligible Costs
- Funds may only be used to hire new, additional firefighters and shall not be used to supplant funds. The Hiring of Firefighters Activity is no longer sub-divided into “Rehire,” “Retention,” “Attrition,” and “New” positions. - SAFER grant funds must be used to increase the amount of funds that would, in the absence of federal funds received under this grant, be made available from State or local sources, or in

Hiring of Firefighters Activity – Eligible Costs

the case of Indian tribal governments, from funds supplied by the Bureau of Indian Affairs. Recipients may apply for a waiver of this restriction on supplanting. Note that firefighters hired after the SAFER grant offer of award and are not employees at the time of award will be considered new hires.

- Salary and associated benefits (actual payroll expenses) for the positions funded under the SAFER grant are eligible. Costs are reimbursable if they are included as part of the standard new hire package, available to all operational firefighter positions, and contractually obligated. Refer also to the definitions in Section I of this Appendix.
- Only full-time positions are eligible for funding. A full-time position is one position that is funded for at least 2,080 hours per year, e.g., 40 hours per week, 52 weeks per year. However, recognizing many departments have shifts exceeding a 40-hour workweek, FEMA also will consider funding the job-sharing of a full-time position if the grant recipient has sufficient justification. A job-share position is a full-time position occupied by more than one person. Example: A department may hire two part-time staff persons at 28 hours each to fulfill the scheduled work hours of one 56-hour shift position.
- Salaries and benefits of firefighters hired under SAFER funding while they are engaged in training are eligible.
- Costs for overtime that fire departments routinely pay as a part of the base salary or the firefighter's regularly scheduled and contracted shift hours in order to comply with the Fair Labor Standards Act (FLSA) are eligible.
- SAFER grant funds will only pay for operational positions whose primary assignment (more than 50 percent of duties) is fire suppression, which includes staffing a fire suppression vehicle, regardless of collateral duties.
- Volunteer and mostly volunteer fire departments may also hire individuals to fill officer-level positions (e.g., chief, fire inspector, training officer, safety officer) in addition to their primary operational assignment.

Hiring of New Firefighters Activity – Ineligible Costs

- The salaries and benefits of firefighters who are employees at the time of grant award are ineligible to be funded under this grant.
- The SAFER grant may not be used to fund promotions (e.g., pay a current member a higher salary by placing them in a new SAFER-funded position).
- Pre-application costs, such as grant writer fees, administrative costs, and indirect costs associated with hiring firefighters are ineligible.
- Costs to train and equip firefighters are ineligible (this does not include the salaries and benefits of firefighters hired under SAFER Funding while they are engaged in training).
- Payments to vendors for uniforms and physicals are ineligible.
- Overtime costs are ineligible (except as noted in "eligible costs" above).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Costs

Overview

Applicants must correlate the activities for which funding is being requested and the identified recruitment or retention problems or issues being addressed. FEMA will not fund a budget line item if an applicant does not provide sufficient information detailing how it will enhance recruitment and retention.

Applicants who propose to focus on retention of volunteers will receive equal consideration as applicants focusing on recruitment of volunteers. A focus on retention may include providing incentives for volunteer firefighter members to continue service in a fire department.

SAFER grant funds may only be used for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response.

FEMA recommends that Departments consult their jurisdiction to understand the full legal and financial implications involved with implementing or sustaining programs that offer benefits or financial awards to firefighters (e.g., stipends, Length of Service Award Program [LOSAP]).

All grant-related purchases and activities must be incurred, received, and completed within the period of performance. The period of coverage and/or service delivery on all contracts, and agreements may not begin prior to and/or extend beyond the period of performance of the grant.

All funded activities under Recruitment and Retention must be governed by formally adopted Standard Operating Procedures (SOPs). Minimally, these SOPs should specify who qualifies for each of the incentives, specific requirements for earning the incentives, and the disposition of the awarded incentives if an individual fails to fulfill the stipulations.

FEMA will not fund any projects, activities, or line items that are covered under a department's normal operating budget. Federal funding should not be used to supplant an existing activity or program.

Applicants should use the Request Details portion of the grant application to provide detailed information on how each proposed cost was determined or calculated. As much as possible, costs should be based on reliable market research (for example, earnings information is published by the U.S. Bureau of Labor Statistics). The costs may also be justified in the Narrative Statement section.

Applications for funding in the Recruitment and Retention of Volunteer Firefighters Activity could include projects requiring up to four years to complete (with proper justification)

Recruitment and Retention of Volunteer Firefighters Activity – Eligible High Priority Costs

Examples of high priority initiatives that may receive funding include:

High Priority

Recruitment and Retention of Volunteer Firefighters Activity – Eligible High Priority Costs

- Costs to support a staffing needs assessment identifying the operational staff that are required to safely and effectively carry out fire department responsibilities (e.g. supplies for data collection, contractors or personnel to collect and analyze data, software programs, etc.)
 - NOTE: If a staffing needs assessment is requested and the application is selected for funding, the staffing needs assessment will be the only activity that will be funded.
- Costs to support a Recruitment and/or Retention Coordinator, a Program Manager, and/or a Grant Administrator (including reasonable salary, fringe benefits, contract support, supplies, travel, etc.). Note that computers for these positions are low priority items.
- Marketing Program to recruit new volunteer firefighters, such as:
 - Media advertising (e.g. television, radio, social media)
 - Print advertising (e.g. newspapers, billboards, signs, banners, brochures, flyers)
 - LED/electronic sign (NOTE: This is a high priority item only when included as part of a comprehensive marketing program. Only one LED/electronic sign is allowed per applicant and 75 percent of usage must be dedicated to Recruitment and Retention activities – additional restrictions apply; see Section D: Application and Submission Information - Environmental Planning and Historic Preservation [EHP]).
- New Member Costs - Only one entry-level physical per new recruit. Physicals for existing members are not eligible. All grant-funded physicals (except those for explorers) must meet NFPA 1582 standards (Chapter 6, Medical Evaluations of Candidates 6.1 and Chapter 9, Essential Job Tasks — Specific Evaluation of Medical Conditions in Members). The cost of physicals should be based on local physician or health center prices.
- New recruit basic (minimum) training that is not covered under a department's normal operating budget (e.g. CPR, First Responder, EMT, Firefighter 1, Firefighter 2)
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending required basic training are also eligible. Note that costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
- Leadership/career development training that is not covered under a department's normal operating budget
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending leadership/career development training are also eligible. Note that costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
- Instructor/train-the-trainer training that is not covered under a department's normal operating budget
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending instructor/train-the-trainer training are also eligible. Note that costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible High Priority Costs

- Tuition assistance for higher education (including books, lab fees, and student fees)
 - Coursework or certifications in this category should be more advanced than what departments typically fund for required minimum-staffing requirements.
 - Courses are not limited to firefighter training or education.
 - Computers for individual students are not eligible for funding.
 - Payments for student loans are not eligible for funding.
 - Only tuition payments for classes offered during the period of performance are allowable.
- Personal Protective Equipment (PPE)/Turnout Gear
 - PPE may only be funded for new firefighters that are recruited after the date of grant award, that successfully pass an NFPA 1582 compliant physical, and that are certified as “fit for duty”. PPE purchased with SAFER grant funding must be utilized by adequately trained staff.
 - Funds are available to acquire OSHA-required and NFPA-compliant PPE for firefighting personnel. In addition, PPE must meet any national or state standards and increase firefighter safety. Failure to meet these requirements may result in ineligibility for PPE funding. Copies of NFPA standards may be reviewed at <http://www.nfpa.org/>.
 - Only actual costs for PPE are allowed and will be paid on a reimbursable basis. Allowable costs may be limited to reasonable amounts, as determined by FEMA.
 - In order to receive reimbursement, recipients will be required to provide the following documentation to support the purchase of PPE:
 - Invoices/proof of payment for PPE
 - Proof that the firefighter(s) have passed an NFPA 1582 compliant physical and are certified as “fit for duty”.
 - Eligible PPE Expenditures:
 - One set of PPE for structural or wildland firefighting per new recruit.
 - SAFER considers a complete set of structural PPE to be comprised of one SCBA mask/face piece, one pair of pants, one coat, one helmet, two hoods, one pair of boots, one pair of gloves, one pair of suspenders, and one pair goggles. In those jurisdictions where additional PPE, like Personal Safety/Rescue Bailout Systems are statutorily required, SAFER will consider all statutorily required items to be part of a complete PPE set.
 - SAFER considers a complete set of wildland PPE to be comprised of: one pair pants, one coat, one jumpsuit, one helmet, one pair boots, one pair gloves, one pair suspenders, one pair goggles, one fire shelter, web gear, backpack, and canteen/hydration system.
 - American National Standards Institute (ANSI)-approved retro-reflective highway apparel

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Medium Priority Costs

Examples of medium priority initiatives that may receive funding include:

Medium Priority

- Nominal stipends for volunteer firefighters who are involved with, or trained in, the operations of firefighting and emergency response (e.g. Pay-per-Call, Points Based System, etc.). Stipends may only be provided for participation in operational (firefighting) activities, such as duty shifts, operational training, and/or responding to incidents.
- Costs to support explorer, cadet, and mentoring programs, such as:
 - One set of station duty uniforms (SAFER considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots)
 - Training (Non-Immediate Danger to Life and Health or IDLH)
 - One set of structural or wildland PPE as defined above, with the following two exceptions: 1) SCBA mask/face pieces are not eligible because PPE for explorers/cadets may not be used in an IDLH atmosphere, and 2) physicals for explorers/cadets are not required to meet NFPA 1582.
 - Insurance
 - One introductory physical exam per explorer/cadet
- New Length of Service Award Programs (LOSAP) or Retirement Program.
- Insurance packages (e.g., Accidental Death and Dismemberment (AD&D), workers compensation, disability, health, dental, life)
- Exercise equipment and gym memberships limited to no more than \$10,000 (total per grant award).

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Low Priority Costs

Examples of low priority initiatives that may receive funding include:

Low Priority

- New Member Costs - One set of station duty uniforms for each new recruit only (SAFER considers one set of station duty uniform as one pair of pants, one shirt, one hat, and one pair of boots)
- Costs for advanced training not currently covered under the department's operating budget (e.g. extrication training, specialized equipment training, swift water rescue, etc.). Training requests must be detailed in the Request Details and Narrative Statement sections of the application and must closely correlate to the applicant's recruitment and/or retention goals.
 - Reimbursement to members for lost wages, mileage/transportation, lodging, and/or per diem while attending advanced training are also eligible. Note that costs for mileage/transportation, lodging, and per diem must comply with the department's written travel policies and procedures. If policies are not established, costs will only be reimbursed at the Federal Government rate.
- Individual desk computer or printer for Recruitment and/or Retention Coordinator, Program

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Low Priority Costs

Manager, and/or Grant Administrator

- Awards/Incentive program for participation in operational (firefighting) activities, such as operational training and/or responding to incidents (e.g., length of service plaques, gift cards for top responders, non-uniform clothing)
 - Non-uniform clothing (limited to shirts, jackets, or pullovers) as part of an award program only
- LED/electronic sign when it is not included as part of a comprehensive marketing program
- Fire service association membership fees
- Projector and/or screen to support classroom training
- Payments for housing or rent
- Station Modifications/Remodeling/Renovation of Existing Facilities
 - Remodeling/renovations to an existing facility are allowable (e.g., converting space into bunkroom). The renovations must be minor interior alterations not to exceed \$10,000 (total per grant award).
 - Remodeling/renovations may not change the footprint or profile of the building.
 - Any request for modifications to facilities may require Environmental and Historic Preservation (EHP) review (see Section D: Application and Submission Information - Environmental Planning and Historic Preservation [EHP]). Recipients are encouraged to have completed as many steps as possible for a successful EHP Review in support of their proposal for funding (i.e., coordination with their State Historic Preservation Office to identify potential historic preservation issues and to discuss the potential for project effects; compliance with all state and EHP laws and requirements).
 - Written approval must be provided by FEMA prior to the use of any SAFER Funds for remodeling or renovation. If awarded funds for remodeling or renovation, recipients may be required to submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of interest.

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Non-Prioritized Costs

Examples of non-prioritized initiatives that may receive funding include:

Non-prioritized Costs

- Management and Administrative (M&A) costs up to three percent of the total awarded amount in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Administrative costs must be identifiable and directly related to the implementation and management of the SAFER grant program. Salaries and fringe benefits for personnel directly supporting the grant are not required to be included in the M&A budget line item.
- Indirect costs for national, state, local, or tribal volunteer firefighter interest organizations that are expended pursuant to Section D: Application and Submission Information – Indirect

Recruitment and Retention of Volunteer Firefighters Activity – Eligible Non-Prioritized Costs

Costs. Recipients must have an approved indirect cost rate agreement with their cognizant federal agency.

- Up to \$1,500 in grant writer fees for application preparation, but not grant administration. The fee must have been paid within 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an Offer of Award (see Appendix C: Award Administration Information, Section I. Grant Writer/Preparation Fees).
- Audit costs proportional to the total SAFER grant award. Recipients of multiple federal funding sources can only charge a pro rata share of the audit cost(s) to the SAFER Award.

- Salary and benefits for firefighters
- Retroactive payments or recognition for operational services rendered prior to the grant award are ineligible.
- Costs incurred outside of the period of performance except for grant writer fees; see Appendix C: Award Administration Information, Section I. Grant Writer/Preparation Fees
- Fire suppression equipment
- Vehicles
- Fire simulators, fire evolution, or fire training props (e.g., burn trailers, forcible entry, rescue/smoke maze, flashover simulators)
- Sirens, warning lights for private vehicles, or other outdoor warning devices
- Communication equipment including cell phones, pagers, portable radios, or Computer-Aided Dispatch (CAD) systems
- Retroactive payments or recognition for non-operational activities (including payments, gift cards, recruitment bonuses, or stipends for recruiting firefighters)
- Payments for travel to or participation in leisure or social activities such as theatre tickets, entertainment tickets, and trips (e.g., professional sporting events)
- Costs associated with award banquets, such as food, photographers, refreshments, entertainment, or rental facilities. Reimbursement for actual awards (e.g., plaques and trophies) is eligible.
- Costs for food or refreshments
- Costs for training currently covered under the department's operating budget, e.g., tuition or instructor fees for department-mandated, basic-level training.
- Services at a member's personal residence (e.g., internet access, plowing of driveways)
- Furniture (except for newly converted bunkrooms), televisions, fixtures, appliances (e.g., refrigerators), and entertainment equipment
- "Giveaways," such as pencils, pens, t-shirts, cups, mugs, or balloons, for recruitment events
- Fees for courses and training that are available free of charge on the internet or at a state/local training facilities (e.g., NIMS 100, 700, 800)
- Costs to fuel firefighting vehicles

Recruitment and Retention of Volunteer Firefighters Activity – Ineligible Costs

- Annual medical exams (not including NFPA 1582 physicals for new recruits) for any member
- Payments for student loans
- Mileage reimbursement for responding to incidents or periodic operational training at the fire house (mileage reimbursement is allowed for other types of training as explained under eligible costs)
- Station internet access/user fees and equipment to install internet (such as routers)
- Computers in common areas or individual computers for training/education
- Copiers/printers
- Additional ineligible costs for Explorer/Cadet/Mentoring Programs:
 - SCBA, including mask/face piece
 - Anything involving the IDLH atmosphere
 - Any activities precluded by the authority having jurisdiction
- Ineligible PPE expenditures:
 - Three-quarter length rubber boots
 - Self-Contained Breathing Apparatus (SCBAs) (not including SCBA masks/face pieces)
 - PASS Devices
 - Spare cylinders
 - Bomb disposal suits
 - PPE for hazardous materials and other specialized incidents
 - More than one set of PPE per member
 - PPE for existing members

Appendix C: Award Administration Information

Appendix C contains detailed information on SAFER Award Administration. Reviewing this information may help grant recipients in the programmatic and financial administration of their award(s).

Help FEMA Prevent Fraud, Waste, and Abuse

If applicants or recipients have information about instances of fraud, waste, abuse, or mismanagement involving FEMA programs or operations, they should contact the DHS OIG Hotline at (800) 323-8603, by fax at (202) 254-4297, or email DHSOIGHOTLINE@dhs.gov

I. Grant Writer/Preparation Fees (Recruitment and Retention of Volunteer Firefighters Activity Only)

Applicants under the Recruitment and Retention of Volunteer Firefighters Activity are allowed to hire and reimburse a grant writer to assist in the application process.

Fees for grant writers may be included as a pre-award expenditure. Fees payable on a contingency basis are not an eligible expense. For grant writer fees to be eligible as a pre-award expenditure, the fees must be specifically identified and listed in the Request Details section of the application. FEMA will only consider reimbursements for application preparation, but not administration, up to but not more than \$1,500. Pursuant to 2 CFR Part 180, recipients may not use federal grant funds to reimburse any entity, including a grant writer or preparer, if that entity is presently suspended or debarred by the Federal Government from receiving funding under federally funded grants or contracts. Recipients must verify, through SAM.gov, that the contractor is not suspended or debarred from participating in specified federal procurement or non-procurement transactions pursuant to 2 CFR § 180.300.

By submitting the application, applicants are certifying all of the information contained therein is true and an accurate reflection of the organization and, regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to, the submitted application not being considered for award, temporary withholding of funding under the existing award pending investigation, or referral to the Office of the Inspector General.

Prior to submission of the application, please review all work produced by grant writers or other third parties for accuracy. In addition, the fees must have been paid within 30 days of the end of the application period and prior to any contact with SAFER Program Office staff or an offer of award. The following documentation shall be provided upon request:

- A copy of the grant writer's contract for services
- A copy of the invoice or purchase order
- A copy of the cancelled check (front and back) and bank statement

Applicants will be required to provide documentation to support these pre-award expenditures. Failure to provide the requested documentation may result in the grant writer fee being deemed ineligible and the grant reduced accordingly.

NOTE: FEMA requires that all grant writer or preparer information must be entered into the Overview section of the SAFER application, whether that person, entity, or agent is compensated or not.

II. Maintenance and Sustainment for SAFER Programs

The use of FEMA preparedness grant funds for the costs of repairs or replacement, as well as maintenance contracts, warranties, and user fees may be allowable.

The intent of eligible Maintenance and Sustainment activities is to provide direct support to the critical capabilities developed using FEMA and other DHS grants and support activities. Routine upkeep and the supplies, expendables, or one-time use items that support routine upkeep (e.g., gasoline, tire replacement, routine oil changes, monthly inspections, or grounds and facility maintenance) are the responsibility of the recipient and may not be funded with SAFER funding.

Generally, when purchasing a maintenance agreement, service contract, or extended warranty for systems or equipment, the period of coverage provided under such a plan may not extend beyond the period of performance of the grant with which the agreement, warranty, or contract is purchased.

The duration of an extended warranty purchased incidental to the original purchase of the equipment may exceed the period performance as long as the coverage purchased is consistent with that which is typically provided for, or available through, these types of agreements, warranties, or contracts. When purchasing a stand-alone warranty, or extending an existing maintenance contract on an already-owned piece of equipment or system, coverage purchased may not exceed the period of performance of the award used to purchase the maintenance agreement or warranty. As with warranties and maintenance agreements, this policy extends to licenses and user fees as well.

Even if purchased incidental to the original purchase of the equipment, the duration of an extended maintenance agreement or warranty must also be reasonable for the type of equipment or system being purchased. For example, if a vendor offers a 10-year extended warranty incidental to the purchase of a piece of equipment, but the useful life of that equipment being purchased is five years, the purchase of a 10-year extended warranty would not be a reasonable cost and may not be charged to the grant.

III. Taxes, Fees, Levies and Amendments

Taxes, fees, levies, or assessments that the recipient is legally required to pay and is directly related to any eligible SAFER program acquisition activity may be charged to an SAFER award pursuant to 2 C.F.R. § 200.470. These charges shall be identified and enumerated in the application's Narrative and the Request Details section of the acquisition activity.

Any avoidable and unreasonable costs that result from the action or inaction of a recipient (or recipient's agent), or that prevent that recipient from enjoying any lawful exemption, waiver, or reduction of any tax, fee, levy, or assessment directly related to any eligible SAFER Program acquisition activity, are not chargeable to any SAFER Award.

Example: Governmental entities and Public Safety Agencies are exempt from some Federal Communications Commission (FCC) fees, but only if the eligible organization submits an exemption or waiver request to the FCC.

Government entities are not required to pay FCC regulatory fees. Non-profit entities (exempt under Section 501 of the Internal Revenue Code) also may be exempt. The FCC requires that any entity claiming exempt status submit, or have on file with the FCC a valid IRS Determination Letter documenting its nonprofit status or certification from a governmental authority attesting to its exempt status. For more information, please visit <http://www.fcc.gov/>.

IV. Excess Funds

After completing the initial projects proposed in the recipient's application, some recipients may have unexpended funds remaining in their budget. These excess funds may result from any combination of hiring delays, under-budget acquisition activities, or competitive procurement processes.

With prior approval of the SAFER Program Office, these excess funds may be utilized to enhance or continue the approved project(s). FEMA expects excess funds to be obligated concurrent with an award's period of performance to address a known or critical need related to the awarded project(s).

V. Procurement Integrity

Through audits conducted by the Department of Homeland Security's Office of Inspector General (OIG) and FEMA grant monitoring, findings have shown that some SAFER recipients have not fully adhered to the proper procurement requirements when spending grant funds. Anything less than full compliance with federal procurement policies jeopardizes the integrity of the grant as well as the grant program. Below we highlight the federal procurement requirements for SAFER recipients when procuring goods and

services with federal grant funds. DHS will include a review of recipients' procurement practices as part of the normal monitoring activities. **All procurement activity must be conducted in accordance with Federal Procurement Standards at 2 C.F.R. §§ 200.317 – 200.326.** Select requirements under these standards are listed below. The recipient must comply with all requirements of these standards, even if they are not listed below.

With the exception of State governments, which must comply with the terms of 2 C.F.R. § 200.317, the non-federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. Part 200.

When drafting bid specifications recipients (other than States) must ensure that all procurement transactions are conducted in a manner providing full and open competition. Pursuant to 2 C.F.R. § 200.319 (a), in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business
- Requiring unnecessary experience and excessive bonding
- Noncompetitive pricing practices between firms or between affiliated companies
- Noncompetitive contracts to consultants that are on retainer contracts
- Organizational *Conflicts of Interest*
- Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement
- Any arbitrary action in the procurement process

Generally, a recipient may seek to procure goods or services from prequalified lists of persons, firms, or products which are used in acquiring goods and services, e.g., Government Services Administration (GSA) schedule, a State schedule, or co-operative or group purchasing, as having satisfied AFG Program requirements for competition. In order for such procurements by entities other than State governments to be permissible, the following must be true:

- The procurement of the original contract or purchasing schedule and its use by the recipient complies with state and local law, regulations, and written procurement procedures
- The state or other entity that originally procured the original contract or purchasing schedule with the express purpose of making it available to the recipient and other similar types of entities; the contract or purchasing schedule specifically allows for such use and the work to be performed for the local

government falls within the scope of work under the contract as to type, amount, and geography

- The procurement of the original contract or purchasing schedule complied with all of the procurement standards applicable to a local government at 2 C.F.R. §§ 200.318 to 326
- With respect to the use of a purchasing schedule, the recipient must follow ordering procedures that adhere to state and local laws and regulations and the minimum requirements of full and open competition under 2 C.F.R. Part 200

If a recipient other than a State government seeks to use such a prequalified list, purchasing schedule, or other similar type of arrangement, it must first contact the SAFER Program Office.

To the greatest extent possible, FEMA recommends that federal grant funds be used for the purchase of goods and services manufactured, assembled, and distributed in the United States.

Pursuant to 2 C.F.R. § 200.319 (b), the recipient (other than States) must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

Pursuant to 2 C.F.R. § 200.318(c)(1), the recipient (other than States) is required to maintain written standards of conduct covering *Conflicts of Interest* and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent *Conflict of Interest*. Such a *Conflict of Interest* would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non- federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

If the recipient (other than States) has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-federal entity must also maintain

written standards of conduct covering organizational *Conflicts of Interest*. Organizational *Conflicts of Interest* means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. In accordance with FEMA's Grant Programs Directorate Information Bulletin No. 400, the non-federal entity must disclose in writing any potential *Conflicts of Interest* to FEMA. The Information Bulletin can be found at <https://www.fema.gov/media-library/assets/documents/101236>

NOTE: For the purposes of *Conflicts of Interest* under procurements executed by the recipient, FEMA considers volunteers of an organization and grant writers to be employees, officers, and/or agents of the recipient. As such, no volunteer or member of an organization or anyone involved in preparing the application for funding can participate in, or benefit from, the procurement if federal funds are involved.

Recipients who purchase items with grant funds from vendors who employ any of their volunteers/members will have to document how they avoided a *Conflict of Interest* during the procurement process (i.e., provide specific details regarding how the members/volunteers removed themselves or how they were prevented from participating in the process). Recipients may be required to provide this documentation upon request. Recipients who fail to fully document their purchases may find their expenditures questioned and subsequently disallowed. Remember that FEMA reserves the right to request and review any and all bids or specifications prior to purchase. Recipients may be subject to an audit after award.

Documentation

Recipients are required to maintain and retain the following:

- Backup documentation, such as bids and quotes
- Cost/price analyses on file for review by federal personnel
- Other documents required by federal regulations applicable at the time a grant is awarded to a recipient

FEMA requires that the recipient maintain the following documentation for federally funded purchases:

- Specifications
- Solicitations
- Competitive quotes or proposals
- Basis for selection decisions
- Purchase orders
- Contracts
- Invoices
- Cancelled checks

Recipients who fail to fully document their purchases may find their expenditures

questioned and subsequently disallowed.

VI. Payments and Amendments

Payments

SAFER payment/drawdown requests are generated using the eGrants system.

SAFER payment/drawdown requests from state, local, or tribal government entities will be governed by applicable federal regulations in effect at the time a grant is awarded to the recipient and may be either advances or reimbursements.

Recipients should not expend funds or request drawdowns until all special conditions listed on the grant award document have been met and request for payment in the eGrants system has been approved.

Recipients should draw down funds based upon immediate disbursement requirements; however, FEMA strongly encourages recipients to draw down funds as close to disbursement or expenditure as possible to avoid accruing interest.

Advances

Recipients shall be paid in advance, provided they maintain or demonstrate the willingness and ability to maintain procedures to minimize the time elapsing between the transfer of the funds and their disbursement by the recipient, and financial management systems that meet the standards for fund control and accountability as established in 2 C.F.R. Part 200.

Although advance drawdown requests are permissible, recipients remain subject to applicable federal law in effect at the time a grant is awarded to the recipient governing interest requirements, including the *Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. Part 200 and the *Cash Management Improvement Act* (CMIA) and its implementing regulations at 31 C.F.R. Part 205. Interest under CMIA will accrue from the time federal funds are credited to a recipient's account until the time the recipient pays out the funds for program purposes.

Recipients must follow applicable federal regulations governing interest earned on payment advances in effect at the time a grant is awarded to the recipient, including 2 C.F.R. § 200.305. For the rate to use in calculating interest, please visit Treasury Current Value rate at: <http://www.fms.treas.gov/cvfr/index.html>.

Reimbursement

Payment by reimbursement is the preferred method when the requirements to be paid in advance, pursuant to 2 C.F.R. § 200.305, cannot be met. In accordance with U.S. Department of Treasury regulations at 31 CFR Part 205, if applicable, the recipient shall

maintain procedures to minimize the time elapsing between the transfer of funds and the disbursement of said funds.

Rebates

Recipients shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting additional cash payments, in accordance with pursuant to 2 C.F.R. § 200.305.

The reduction of federal financial participation via rebates/refunds *may* generate excess funds for the recipient, if the recipient had already obligated their Cost Share match based upon the original award figures. If the recipient had already obligated their original Cost Share *prior* to the rebate, then the recipient may have minimum excess funds equal to the difference between the original Cost Share less the rebate adjusted Cost Share.

Payment Requests During Closeout

Up to 90 days after the expiration of the period of performance, during an award's closeout reconciliation, a recipient may only submit reimbursement payment requests.

Reimbursement payments are the only eligible type of requests to be submitted after a grant's period of performance has expired. The expenditure must have been obligated during the period of performance of the award. The recipient's request should contain clear and specific information certifying that the liquidation of federal funds is reimbursement for an obligation properly incurred during the active period of performance; FEMA may request documentation supporting the reimbursement for review.

Amendments

SAFER award amendments may be approved, on a case-by-case basis, for the following reasons:

- Extension of the period of performance in order to complete the scope of work under the Recruitment and Retention of Volunteer Firefighters Activity
- Changes to the activity, mission, and retroactive approval [pre-award] under Recruitment and Retention of Volunteer Firefighters Activity
- Closeout issues and some excess funds requests under both the Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity
- Staffing Maintenance Level Waivers under the Hiring of Firefighters Activity
- Cost over/under run (adding funds to award/non-closeout deobligation* of funds) under both the Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity
- Economic Hardship Waiver under both the Hiring of Firefighters Activity and Recruitment and Retention of Volunteer Firefighters Activity

Amendments will only be considered when submitted via the online eGrants system.

These requests must contain specific and compelling justifications for the requested change.

FEMA strongly encourages the timely expenditure of grant funds by recipients to be consistent with the goals and objectives outlined in this NOFO.

A recipient may deobligate (return) unused funds (those remaining funds drawn down via payment request and/or remaining award funding that was never requested) to DHS prior to the end of an award's Period of Performance. To exercise this option, a recipient must submit a cost over/under run Amendment via the eGrants system and state in their amendment that the unliquidated funds (funds to be returned) are not necessary for the fulfillment or success of the grant's obligations or mission. The recipient must also indicate that it understands that the returned funds will be deobligated and unavailable for any future award expenses.

Deobligation of funds will decrease the federal portion of the grant and the amount of the recipient's Cost Share obligation. FEMA will confirm deobligation amendments with all points of contact; after confirmation of the recipient's intent to deobligate, FEMA will hold the approved deobligation request for 14 calendar days as a period for recipient reconsideration before processing the deobligation request.

VII. Recipient Responsibilities Post Award

SAFER grant recipients must agree to the following:

Recipients must perform all tasks (scope of work) as outlined in the application approved by FEMA within the period of performance, comply with the terms of this NOFO, comply with all the terms and conditions of their grant award, including any special conditions in accordance with the articles of agreement, and comply with all applicable Federal statutory and regulatory requirements. Recipients that do not fulfill their obligations under their SAFER grant will be considered in default and may be required to return the federal funds disbursed under the grant award.

Recipients under the Hiring of Firefighters Activity who lay off any operational personnel during the three- year period of performance will be considered in default of their grant and the award will be terminated. Recipients may be required to return the federal funds disbursed under the grant award.

Recipients under the Hiring of Firefighters Activity must agree to maintain operational staffing at the level that existed at the time of award and must also retain all SAFER-funded positions throughout the grant's full three year period of performance unless the grant recipient has been afforded a waiver of this requirement. At the time of award, recipients under the Hiring of Firefighters Activity must submit a current (pre-SAFER) roster listing paid operational/firefighting personnel, in support of NFPA 1710 or NFPA

1720, who are in full-time or job share positions. The program office will work with a recipient to establish the correct staffing maintenance number which combines the number of pre-SAFER and SAFER-funded operational positions. Once this is established, recipients must agree to maintain this number throughout the period of performance by taking active and timely steps to fill any vacancies.

Recipients who are unable (due to documentable economic hardship) to backfill non-SAFER operational positions that are vacated through attrition (e.g., resignation, retirement) after award may petition FEMA for a waiver of staffing maintenance requirements. An approved waiver allows a recipient to decrease and reestablish the staffing maintenance number agreed to at the time of award by the number of positions that a recipient is unable to fill. In order to qualify for this waiver, the economic hardship must affect the entire public safety sector in a recipient's jurisdiction, not only the fire department. Waivers will not be granted for SAFER-funded positions. Recipients who fail to maintain this level of staffing risk losing the federal funds awarded under this grant.

Since the goal of the SAFER grant program is to enhance incident scene safety, the primary assignment (more than 50 percent of duties) of all SAFER-funded firefighters must be an operational assignment (fire suppression) regardless of collateral duties, which includes staffing a fire suppression vehicle.

Recipients must retain grant files and supporting documentation in a manner consistent with 2 C.F.R. § 200.333 – no less than for three years after submission of the closeout report (see below), and in some cases longer pursuant to 2 C.F.R. § 200.333. FEMA may require access to any pertinent books, documents, papers, or records belonging to a recipient. The DHS Office of Inspector General or the Comptroller General of the United States may also require access to a recipient's books and records. The required documentation for federally-funded purchases should include specifications, solicitations, competitive quotes or proposals, basis for selection decisions, purchase orders or contracts, invoices, and cancelled checks. Recipients who fail to document purchases may find their expenditures will be questioned and disallowed.

A recipient must use, manage, and dispose of SAFER-funded equipment in accordance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. § 200.313. With the exception of State governments, when original or replacement equipment acquired under an AFGP award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the recipient must request disposition instructions from FEMA. FEMA strongly recommends contacting a Fire Program Specialist or the SAFER Help Desk prior to the disposition of SAFER-funded equipment.

Recipients must provide periodic performance reports to FEMA. In all years of the

grant's period of performance, for both the Hiring of Firefighters and the Recruitment and Retention of Volunteer Firefighters Activities, recipients must submit quarterly performance reports as well as a final performance report at grant closeout. Payments are requested online using the automated system and payments are based on actual expenses incurred during the period covered by the payment request. Quarterly performance reporting is required even if the recipient has not requested funding within the quarter.

At the end of the grant's period of performance, all recipients are required to produce a final report on how the grant funding was used and the benefits realized from the award. Recipients must submit a final financial report and a final performance report (e.g., closeout report) within 90 days after the end of the period of performance. After these reports have been reviewed and approved by FEMA, recipients are given an official notice that the closeout has been accepted and completed. Any remaining grant funds are de-obligated. The recipient is responsible for returning any funds that have been drawn down but remain unspent.

Notwithstanding any provision of other laws, firefighters hired under these grants shall not be discriminated against, or be prohibited from, engaging in volunteer firefighting activities in another jurisdiction during off-duty hours.

To the extent possible, recipients should seek, recruit, and appoint women and members of racial and ethnic minority groups within the applicant's department.

FEMA strongly encourages applicants, to the extent practicable, to seek, recruit, and hire military veterans to increase their ranks within their departments.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Personnel Request and Budget Amendment		
Requested Action		
Recommend to approve request to add six (6) additional firefighter positions effective April 1, 2017 and a budget amendment to the General Fund in the amount of \$307,216.		
Staff Report		
The Fire Department is requesting approval to hire 6 Firefighter paramedic positions, effective April 1, 2017. In order to cover the 3-firefighter positions assigned to each apparatus 24/7/365, 4 firefighters need to be hired to cover the time the firefighters are on vacation, Kelly day, personal days or sick leave. The full time equivalent needed to cover the positions 24/7/365 is 4 not 3. Because the Fire Department has hired only 3 people per unit we are at a 6 person deficit to cover all leave time. Fire Department staff is working an unusually high amount of overtime hours which has created fatigue and they are unwilling to accept more overtime. When they do not volunteer for overtime, the department must require them to work. This has created a safety issue in that fire fighters are fatigued and subjected to additional stress that affect their overall health and well-being. This is not a sustainable practice. While overtime will never be eliminated because of special events, unforeseen and unpredictable long-term absences, in 2016 the fire department employees worked 17,040 overtime hours. Firefighters are normally scheduled to 2604 per year. $17,040/2604 = 6.5$ personnel. By adding 6 firefighter/paramedic positions we will vastly reduce the overtime cost now being paid.		
Additional Analysis		
Fiscal Impact Summary		
Total fiscal impact to the FY 2017 budget pertaining to salaries, benefits, operating costs and capital is \$307,216.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$307,216.00	various	\$0.00
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Road Closure and Event Request		
Requested Action		
Recommend approval of the Pink Bow Foundation to host their inaugural Spring and Flower Festival event with road closures.		
Staff Report		
The Parks and Recreation Department supports the Pink Bow Foundation's request to host it's inaugural Spring and Flower Festival. The event will occur on Saturday May 6, 2017. The Pink Bow Foundation is requesting road closures on Saturday May 6, 2017 from 10:00 AM till 5:00 PM which would include time for setup and take down for the event. Road Closures would include: -Montrose Street from the entrance of City Hall to the driveway of the former Police Station -7th Street between Montrose Street and the entrance of the City Hall parking lot -8th Street from the entrance of 801 City Grille parking lot to the entrance of Revive Attached is a map detailing the road closures as reference. The organization has agreed to comply with all personnel requirements from the City of Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Spring & Flower - Council Item Spring & Flower - Council Item.pdf 2. Business Approvals Businessapproves.pdf		



SPECIAL EVENTS PERMIT APPLICATION

PLEASE TYPE OR PRINT CLEARLY

cust. # 16982
invoice 3381

check
63-9245/631

Today's Date 1/24/17
Name of Event Spring + Flower Festival
Date(s) of Event May 6th, 2017 Estimated Attendance: 4000
Event Start Time: 11am Event End Time: 4pm
Before Event Setup Time: 10am After Event Cleanup Time: 5pm
Name of Organization/Applicant The pink bow Foundation

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☒ Yes ☐ No If yes, provide Tax Exempt # 85-8016896460C-9

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 47-2357734

Event Contact Marcella Imbesi Email marcella.imbesi@gmail.com

Day Phone _____ Cell Phone 352-250-4776

Address 827 W Montrose City Clermont State FL Zip 34711

Secondary Contact Aimee Stanley Phone # 239-220-7271

Briefly Describe Event: see attached

Location of Event on City Property: ☐ A ☐ B ☐ C ☒ D ☐ Map 1 ☒ Map 2

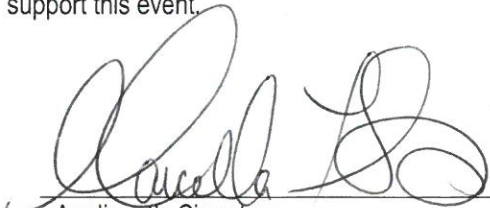
Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: Streets Montrose between West + Lake
and 8th between Montrose + Munnich

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

 Applicant's Signature	<u>President</u> Title
<u>Marcelle Umbesi</u> Printed Name	<u>1/26/17</u> Date

*******FOR CITY DEPARTMENT REVIEW ONLY*******

Department / Division Routing:

- | | | |
|----------------------|----------------------------------|----------------------------|
| a) Police Department | b) Development Services Dept | c) Public Works Department |
| d) Fire Department | e) Parks & Recreation Department | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.



Flower Towers
Street Decor



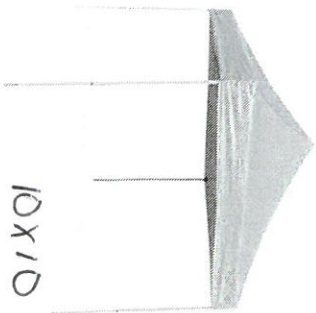
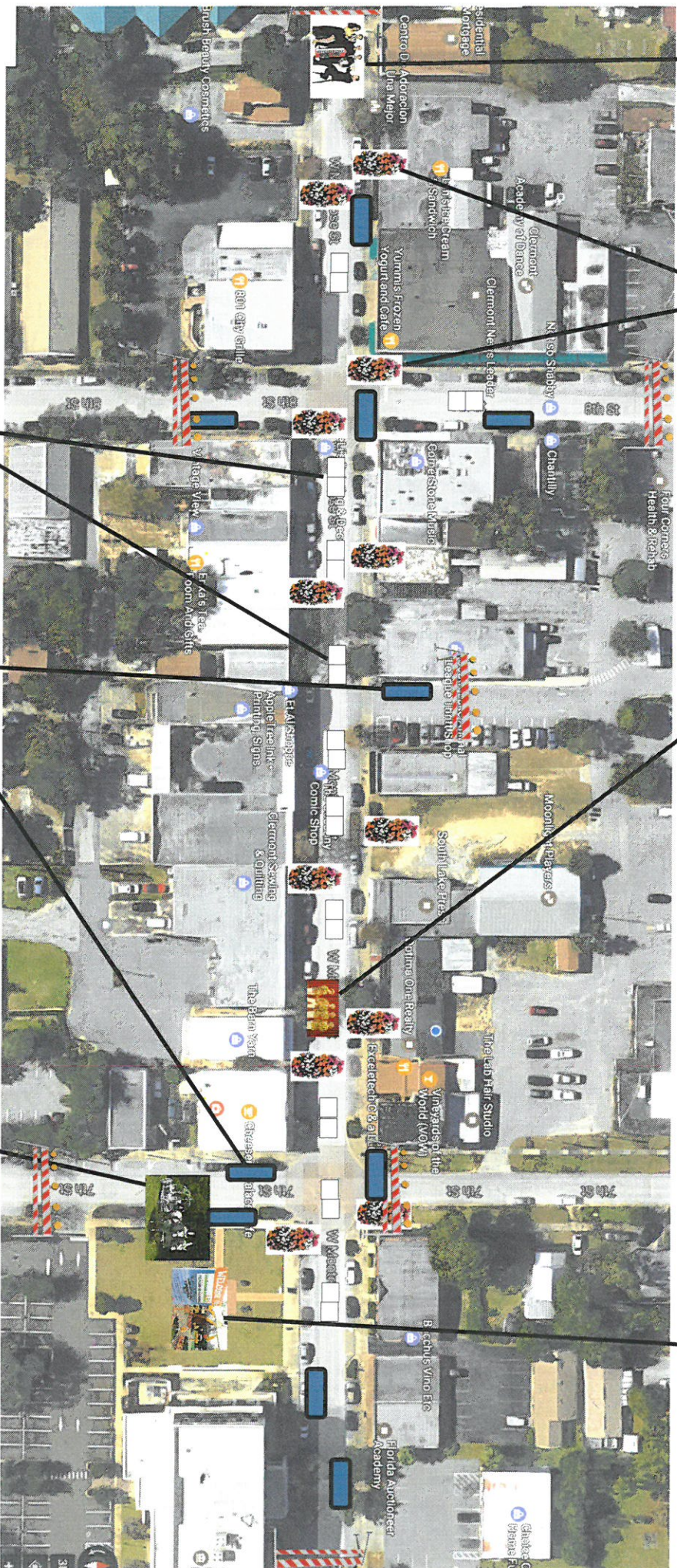
SWING BAND
STAGE



Barbershop
Quartet—
Walking the
Streets



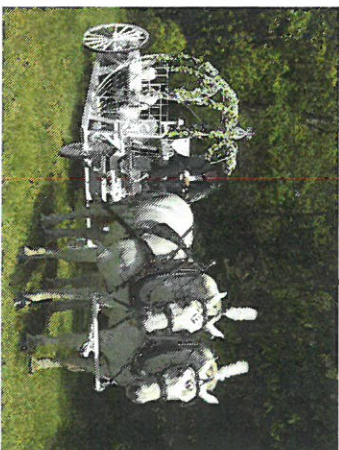
Teaching
Garden
Center



10x10 tents



Food trucks



Horse &
Carriage Rides



Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8016896460C-9	01/08/2016	01/31/2021	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

THE PINK BOW FOUNDATION INC
1825 NATURE COVE LN
CLERMONT FL 34711-6259

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

SPRING & FLOWER

Festival

COMPANY	SIGNATURE	DATE
Appletree Ink	<u>M. K. Hornum</u>	<u>2/2/17</u>
Artwork by 2 Sisters	_____	_____
Bacchus Vino Etcetera	_____	_____
Ballard Financial Group	_____	_____
Becker Funeral Home	_____	_____
Bows by Barbie	_____	_____
Broadway Pet Grooming Spa	_____	_____
Centennial Bank	_____	_____
Cheesers Palace	_____	_____
Choice Collections Consignm	<u>P. Pauley</u>	<u>2/3/17</u>
Clermont Herb Shop & Day	<u>N. R. ...</u>	<u>2/3/17</u>
Clermont Office Suites	_____	_____
Clermont Sewing & Quilt	_____	_____
Clermont Woman's Club	_____	_____
Colourz for Hair & Nails	<u>Susan Bayes</u>	<u>2/2/17</u>
Curiosity Boutique	<u>not here anymore</u>	_____
Domestique	<u>not here anymore</u>	_____
Encore Home Décor	_____	_____
Erika's Tea Room	_____	_____
Finders Keepers	<u>Pat Matson</u>	<u>2/2/17</u>

Seacoast Bank		
South Lake Animals	Ronda Clive	2/2/17
South Lake Art League		
South Lake Jr Woman's		
South Lake Press	no longer there	
St. Matthias Episcopal		
The Barn Yarn	Angie Jones	2/3/17
The Broom Tree	Brenda A.	2/3/17
The News Leader		
The Vintage View	no longer there	
Totally Unique	no longer there	
Tres Chic Boutique		
Wightman & Associates LLC	Lina Wightman	2/3/2017
TSR Consultants LLC		
United Southern Bank		
Universal Circle of Light	not in @ time	
Vineyards of the World		
West Desoto Office Suites		
Yummi's		2/2/17
Boss Group International	Cheryl	2-2-17
Toy & Business Consulting		2-2-17
Page one Home	Anthony Cut	2-2-17
MY Fashion	Manica Lane	2/2/17
Cornerstone Music		2/2/17
Eclectic Market		2-3-17
Vaccaro Photo Restoration	Marie Vaccaro	2-3-17
The Closing Boutique	Michelle	2/3/17
Talea LLC		2/4/17

First United Methodist

Gatorsketch Corp

Gem Quest

Granny Nannies

Graphic Direct

Hanks Electric

Hot Headz

Insight Credit Union

JeLi's Home Décor

Kona Ice Cream

Kyle Promotions

Lake Apopka Natural Gas

Livi & Tate

Lyn's Ice Cream and Deli

Magic Moments Learning

Marbec Construction

Moonlight Players

New Beginnings

Optima One Realty

PNutty LLC

Power Up Presentations

Primary Residential Mortgage

Rabbits Hole Book Store Coff

Ritters Frozen Custard

Rocker Realty

Scates Realty

Kristina Menisto

2/3/17

Livi & Tate

1/31/17

Aimee

1/31/17

Moved no longer there



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Event and Open Container Request		
Requested Action		
Recommend to approve the Caribbean American Association of Lake County (CAALC) to have an open container area for their "Caribbean Jerk Festival" event on June 10, 2017 at Waterfront Park		
Staff Report		
The CAALC is requesting to have a designated open container area at Waterfront Park on June 10, 2017 from 12:00 PM to 10:00 PM for their annual "Caribbean Jerk Festival" event. The organization's open container area consists of a fenced in area at Waterfront Park between 3rd Street and 4th Street. The South Lake trail will remain open for daily use of the public. Please see attached map for specific location. The organization will be exercising it's 501c3 right and pull the alcohol license from the Alcohol Beverage and Tobacco Agency and will only be selling beer and wine. They have agreed to the proper number of police, medical, and staff as directed.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Caribbean Jerk Fest - Council Packet Carib Festival - Council Packet.pdf		

Inv. 2920



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY:

TODAY'S DATE: 7/15/2016

Name of Event: CARIBBEAN JERK FESTIVAL 10038

Name of Organization: THE CARIBBEAN AMERICAN ASSOCIATION OF CAKE COUNTY

Organization Address: 614 E HWY 50, SK 251, CLERMONT, FL 34711

Authorized Representative/Applicant: CHRISTOPHER BARNETT

Cell Phone #: 352-978-0813 Work Phone #: 352-978-0813

Email Address: caalc@live.com

Secondary Contact Person: MARSHA RILEY

Cell Phone #: 352-978-0813 Work Phone #: 352-978-0813

Description of the Event: CELEBRATION OF CARIBBEAN HERITAGE MONTH WITH
MUSIC, Floats Parade, Food & ENTERTAINMENT FOR THE
WHOLE FAMILY

Expected Number of Attendees: 3000 - 4000

Event Start Date: 06/10/2017 Initial Setup Start Time: 8 am ☒ pm ☐

Event Start Time: 12 PM am ☐ pm ☒ Event End Date: 06/10/2017

Event End Time: 10 PM am ☐ pm ☒ Breakdown End Time: 10 am ☐ pm ☒

Location of Event:

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

A ☒ B ☒ C ☒ D ☐

Map 1 ☒ Map 2 ☐

Other Location: _____



CITY OF CLERMONT Alcohol Request Form

Date of Application: 7/15/2016 Name of Event: CARIBBEAN JERK FESTIVAL
Date (s) of Event: 6/10/2017 Location of Event: CLERMONT WATERFRONT PARK
Event Times: From: 12:00 am/pm To: 10:00 am/pm
Name of Organization/Renter: THE CARIBBEAN AMERICAN ASSOCIATION OF CALLE COUNTY
Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government
Contact Name: MARSHA RILEY Email: caalc@live.com
Day Phone: (352) 978-0813 Cell Phone: ()
Address: 614 E Hwy 50, # 251 City: CLERMONT State: FL Zip: 34711
Event Description: CARIBBEAN FESTIVAL WITH AARD ENTERTAINMENT
MUSIC, GAMES AND VENDORS
What do you plan on serving? ☒ Beer ☒ Wine/Champagne (check all that apply) ☐ Other _____
What is your beverage containment area? Outside event attach diagram, Inside event list room/s: _____
Who is your licensed beverage caterer? CAALC

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

Marsha Riley
Applicant Signature

7-15-16
Date

FOR CITY STAFF USE ONLY

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

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

SIGNATURE

TITLE

DATE

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

**Waterfront Park -
Open Container Area**

SL Trail is to remain open





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 14, 2017	
Agenda Item Name	
Ordinance No. 2016-38 <i>Introduction</i> <i>South Lake Medical Arts Center</i>	
Requested Action	
Recommend introduction and transmittal of Ordinance 2016-38.	
Staff Report	
<i>This request was originally considered at the Dec. 13, 2016 Council meeting, but was tabled to Feb. 14, 2017 to allow the applicant and adjacent property owners additional time to discuss changes to the development proposal.</i> 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) #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		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	CPA ORD 2016-38.doc
2.	Maps	Maps.pdf
3.	Site plan	New 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.

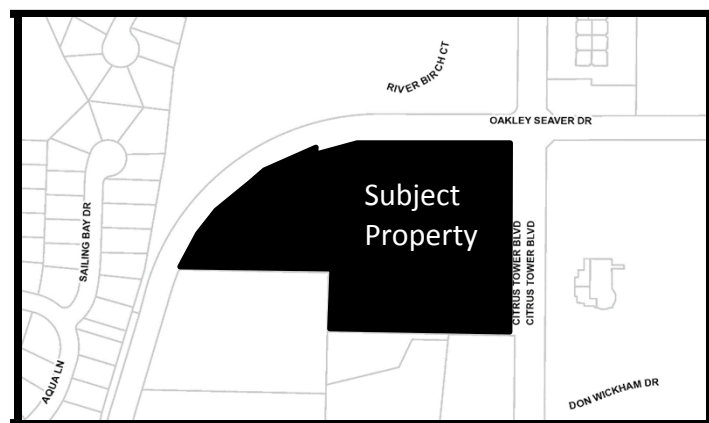
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of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

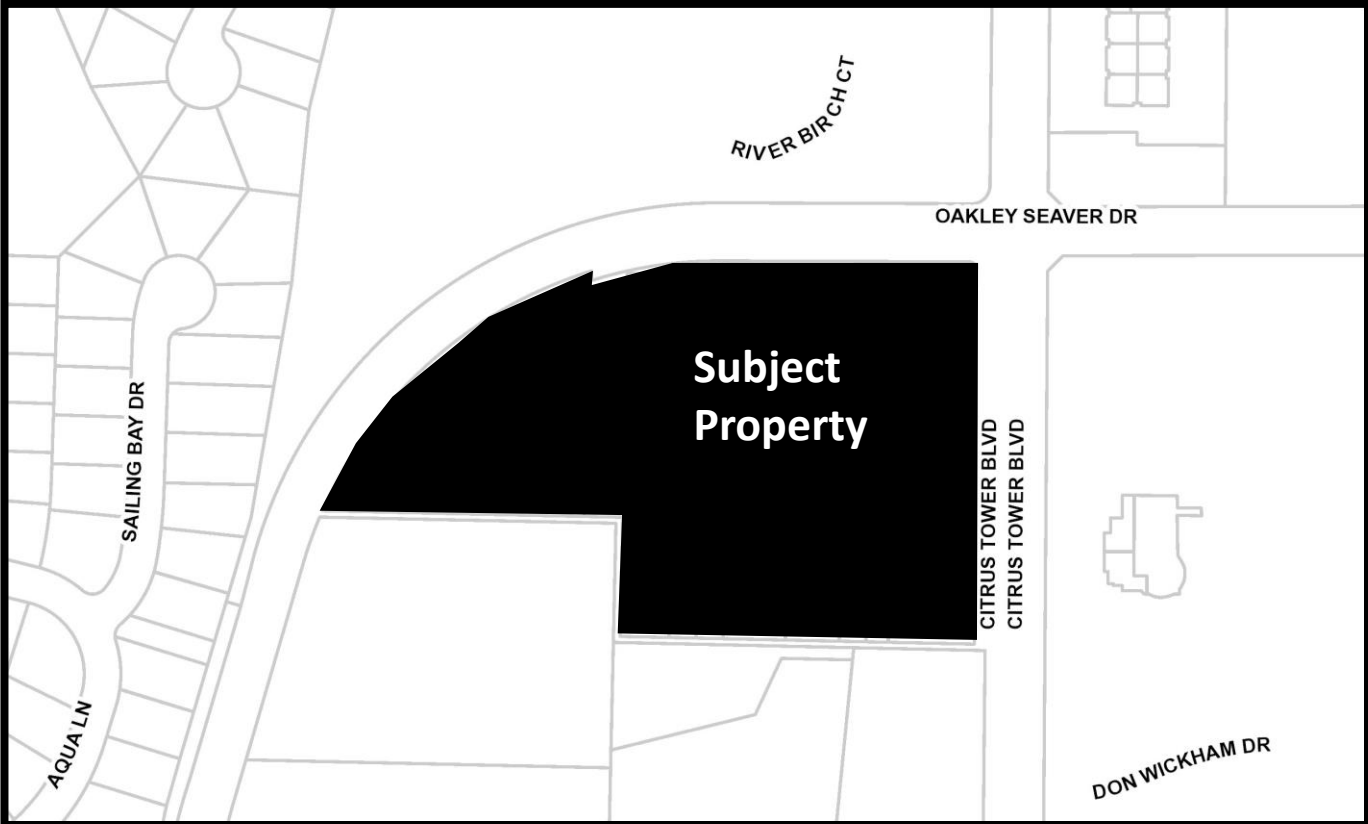
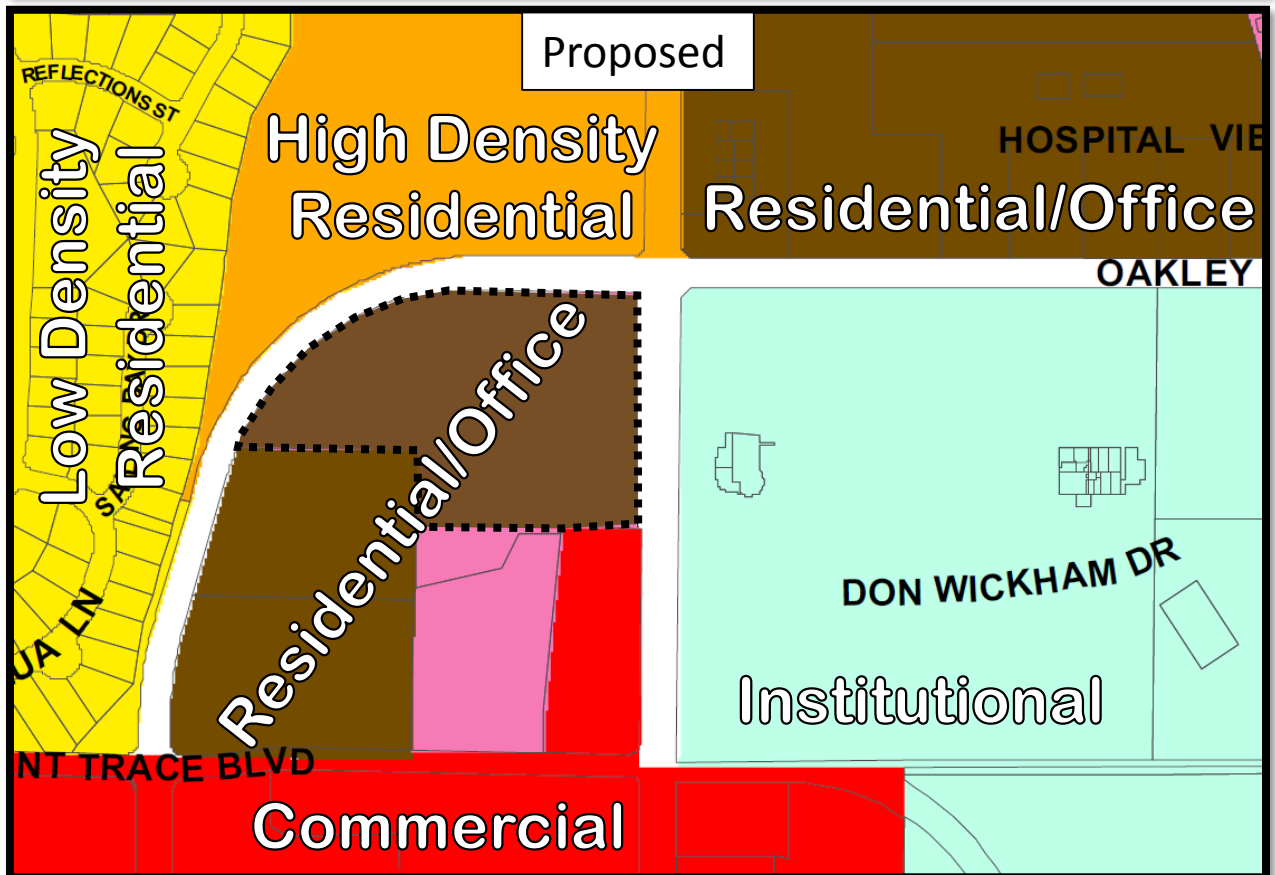
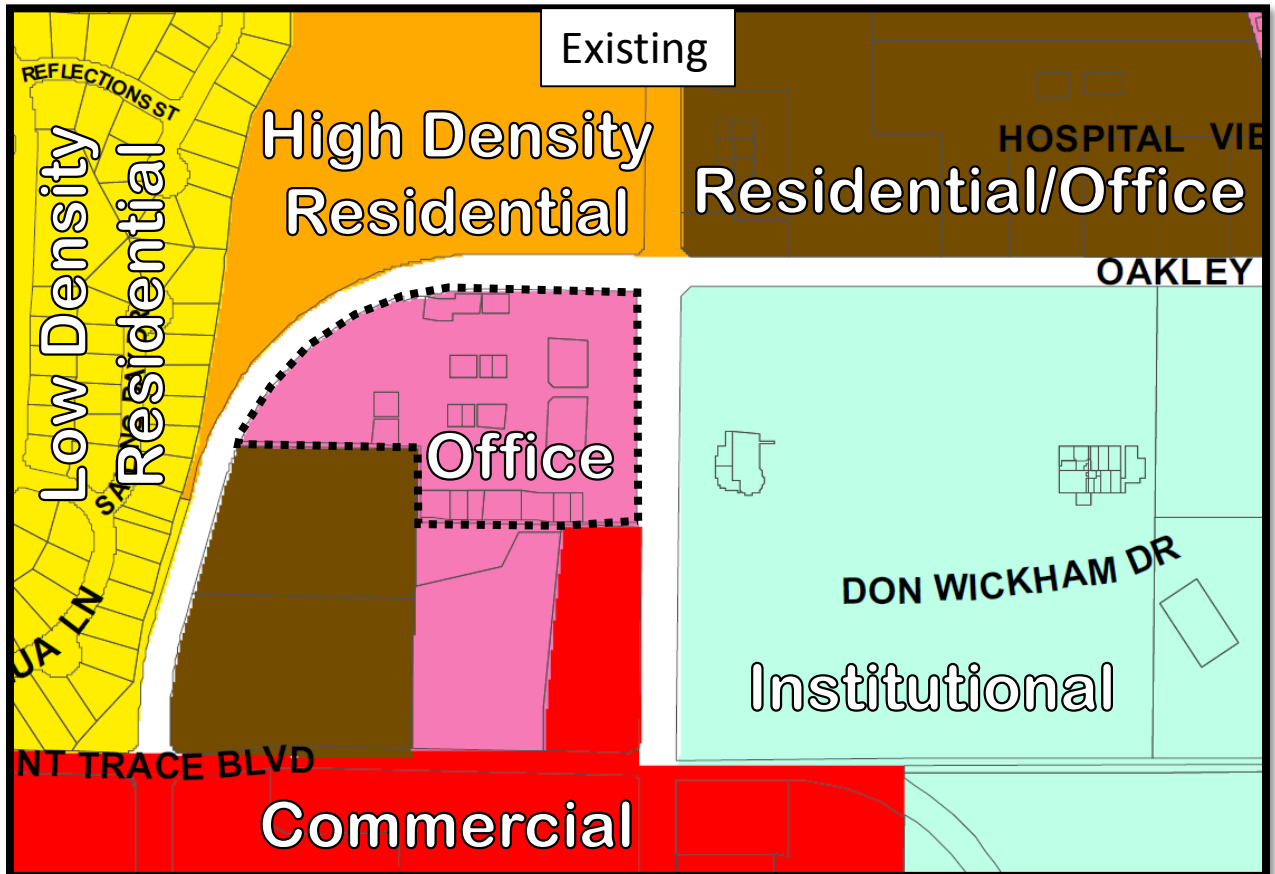


Exhibit – Future Land Use Map
South Lake Medical Arts





Denham Engineering, LLC

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.DenhamENG.com



Inland Atlantic Development Corporation

1175 E. Colonial Ave., Suite 100

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.InlandAtlantic.com



SLMAC Multi-Family

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.SLMAC.com



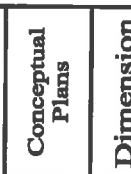
Conceptual Plans

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.ConceptualPlans.com



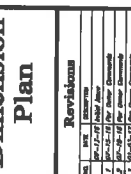
Dimension Plan

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.DimensionPlan.com



Revisions

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.Revisions.com



J. Brian Dushens, P.E.

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.JBrianDushens.com



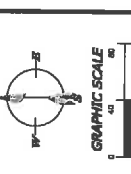
775 Engineering

Orlando, FL 32801-1117

Phone: 407-217-5487

Fax: 407-217-5488

www.775Engineering.com



1 inch = 40 ft

GRAPHIC SCALE

1 inch = 40 ft

GRAPHIC SCALE

1 inch = 40 ft



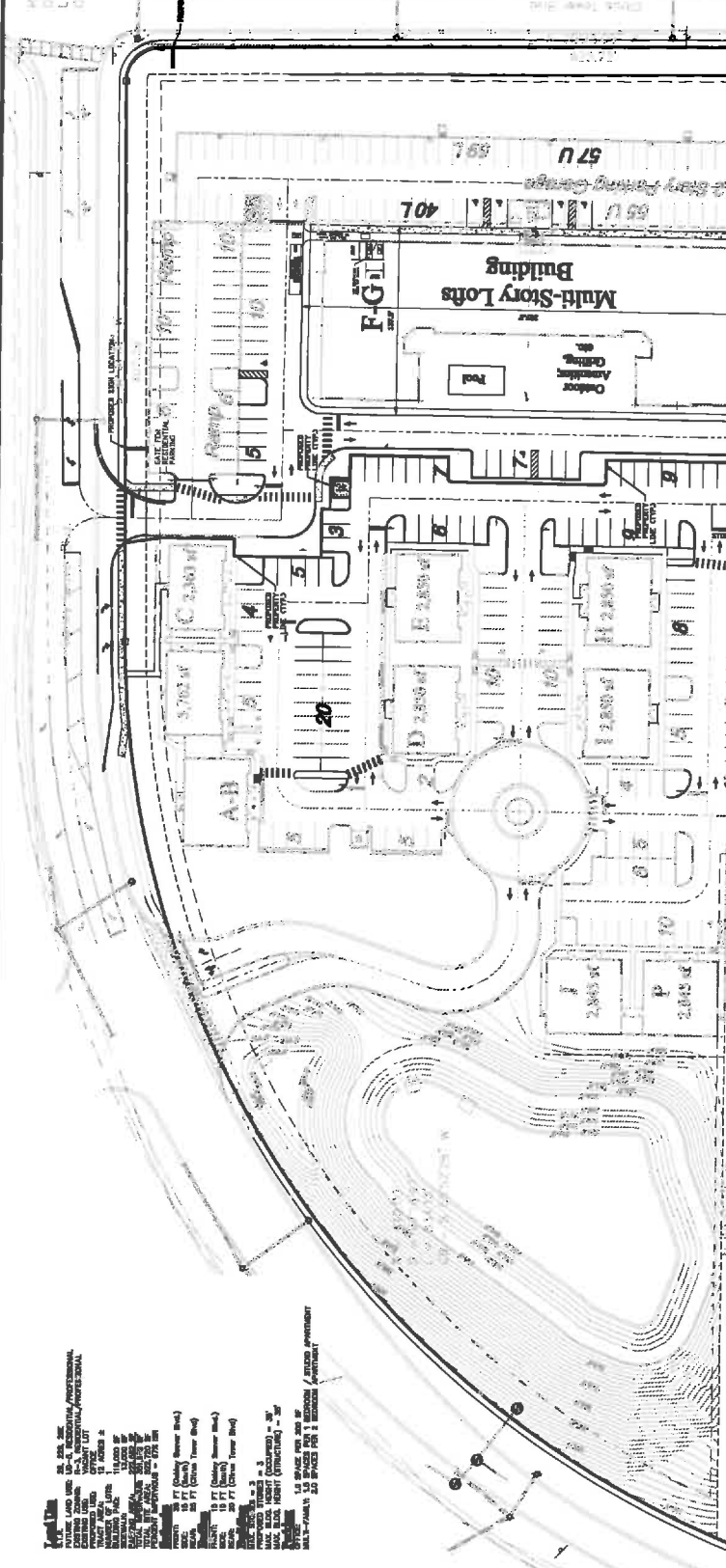
1 of 1

Sheet Number

1 of 1

Sheet Number

1 of 1



Clermont Apartment Unit Mix

Unit Type	Quantity
Studio	42
1 bedroom A	20
1 bedroom B	34
1 bedroom/Cen A	10
1 bedroom/Cen B	24
2 bedroom	14
Total	144

Total Building Square Footage: 133,000sf

CLERMONT APARTMENT UNIT MIX
CLERMONT, FL 32709
OWNER: SLMAC MULTI-FAMILY
DESIGNER: DENHAM ENGINEERING, LLC
DATE: 01/15/2014
PROJECT NO: 144-0000-0001
SHEET NO: 144-0000-0001-01
SCALE: 1/8" = 1'-0"

Building	Area (SF)	Spaces Required	Spaces Provided
A-B	5,762	29	29
C	2,363	12	16
D	2,850	14	14
E	2,850	14	14
F-G	2,850	223	243
H	2,850	14	14
I	2,850	14	14
J	2,845	14	14
K	4,810	24	24
L	4,810	24	24
M	5,790	29	29
N	4,810	24	24
O	4,810	24	24
P	2,845	14	14
Total	50,245	474	486

*Compact Parking = 54
ADA Required = 9
ADA Provided = 18

CLERMONT APARTMENT UNIT MIX
CLERMONT, FL 32709
OWNER: SLMAC MULTI-FAMILY
DESIGNER: DENHAM ENGINEERING, LLC
DATE: 01/15/2014
PROJECT NO: 144-0000-0001
SHEET NO: 144-0000-0001-01
SCALE: 1/8" = 1'-0"

**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**

Page 2

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**

Page 3

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:

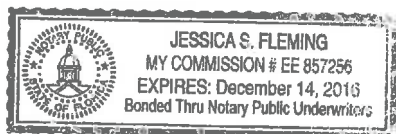
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application 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.

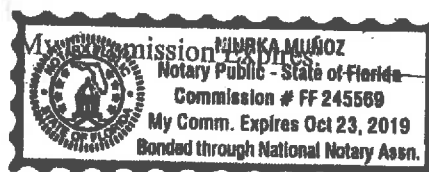
Jan Hendrickx as
Affiant - Applicant Name (print)
Manager, Belgian Capital Fund, LLC

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
Atlanta, GA 30328
Tel: 404-523-8148

SLMAC Multi-Family
Clermont, FL

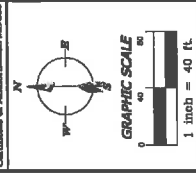
Conceptual Plans

Dimension Plan

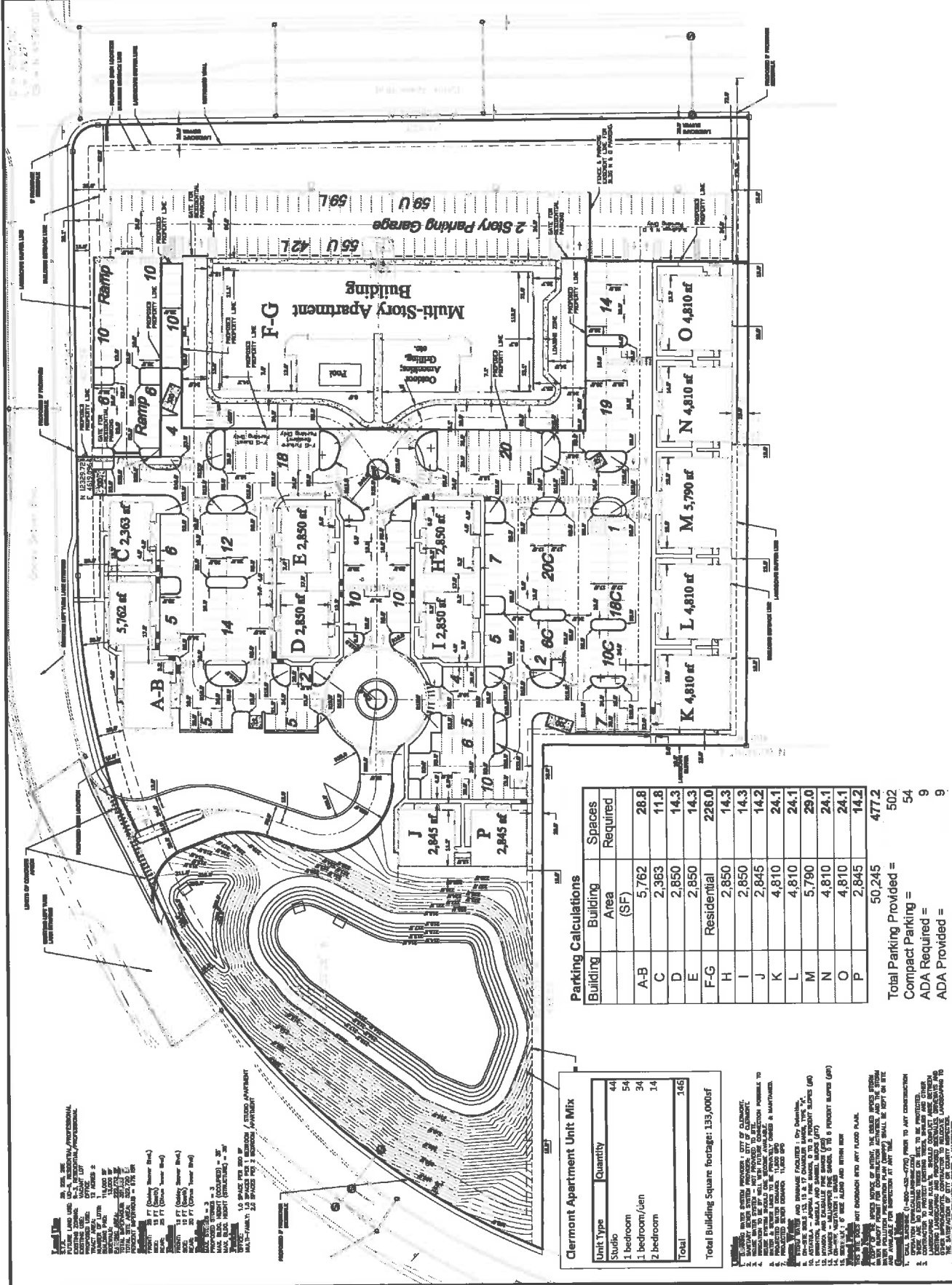
Revisions	
NO.	DATE
1	10-10-17
2	10-10-17
3	10-10-17
4	10-10-17
5	10-10-17
6	10-10-17
7	10-10-17
8	10-10-17
9	10-10-17
10	10-10-17

Prepared by: [Name]
Checked by: [Name]
Reviewed 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

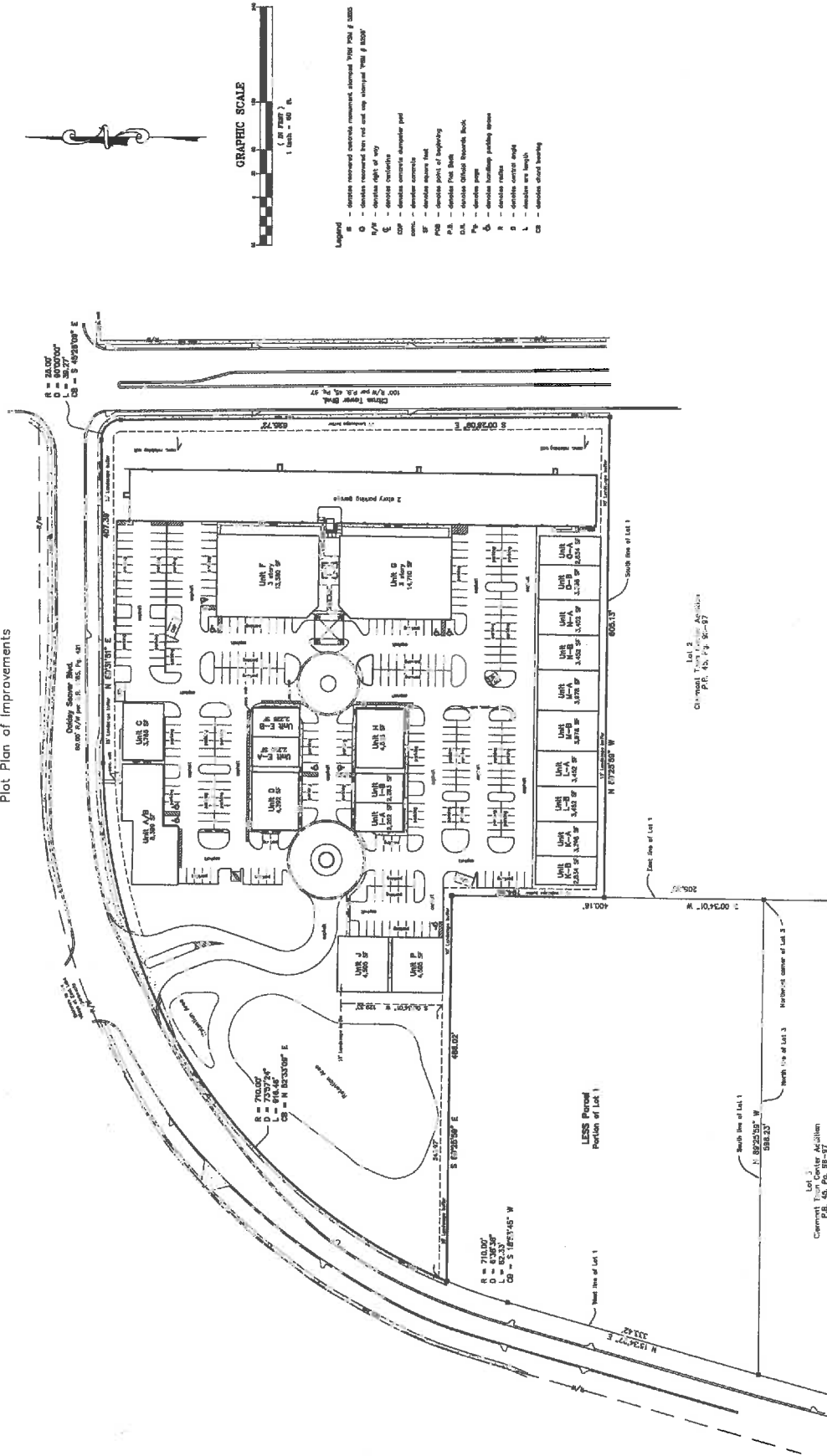
Clermont Apartment Unit Mix	
Unit Type	Quantity
Studio	44
1 bedroom	54
1 bedroom/1 den	34
2 bedroom	14
Total	146
Total Building Square Footage: 133,000sf	

1. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION.
3. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF CLERMONT, FLORDA, DEPARTMENT OF PUBLIC WORKS, DIVISION OF ENGINEERING, STANDARD SPECIFICATIONS FOR CONSTRUCTION OF PUBLIC WORKS, LATEST EDITION.
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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



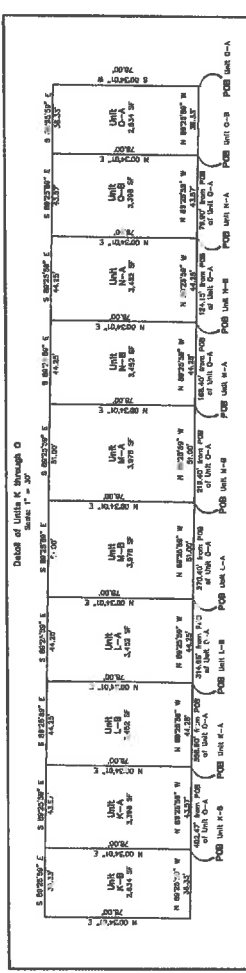
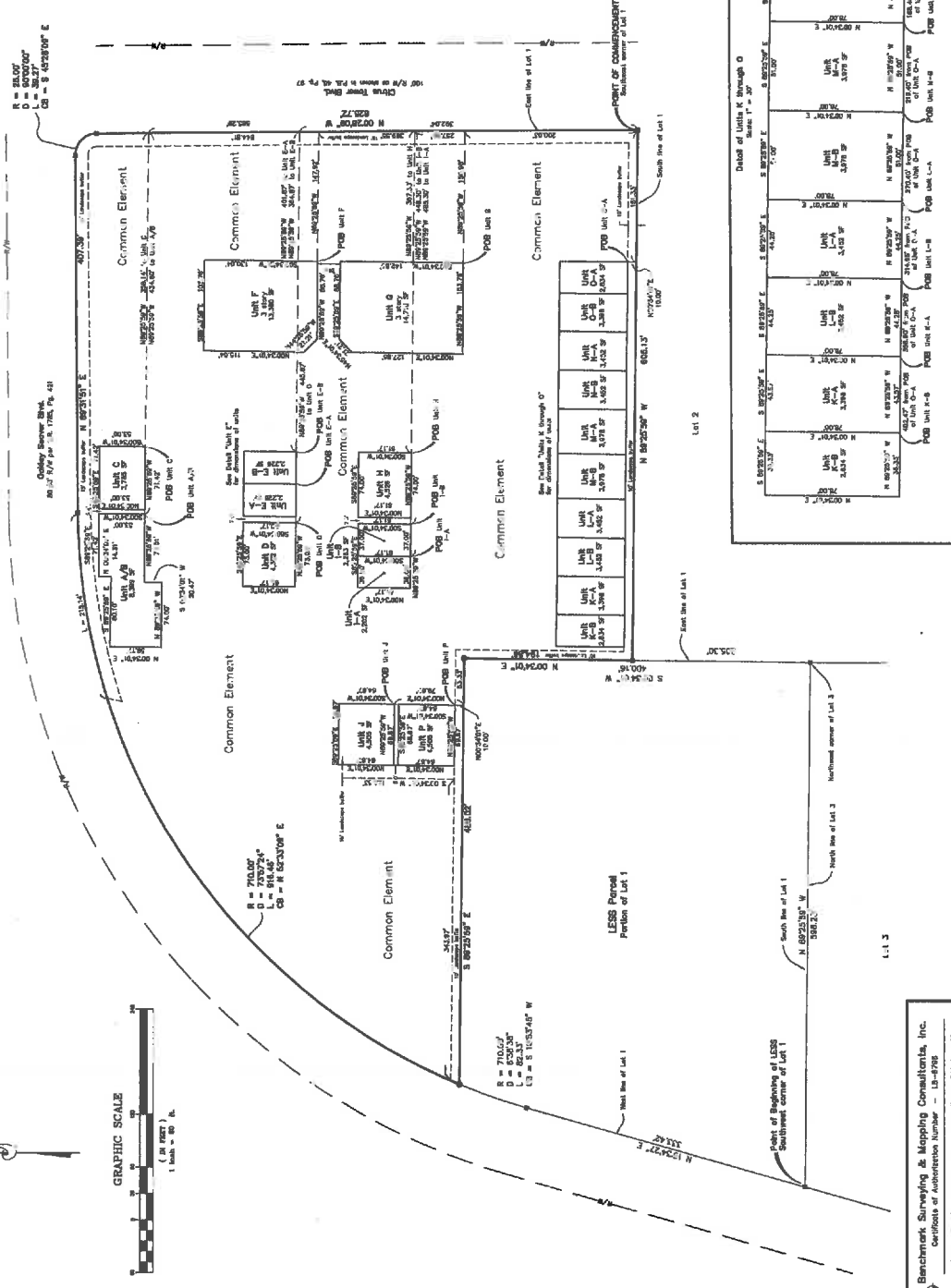
Benchmark Surveying & Mapping Consultants, Inc.
 Certificate of Authorization Number - LB-8798

 Post Office Box 771068, Winter Garden, Florida 32777-1068
 687 West Hunt Street, Winter Garden, Florida 32767
 (407) 654-8183 Fax (407) 654-8184

South Lake Medical Arts Center - Third Amendment Section 32, Township 22 South, Range 26 East, City of Clermont, Lake County, Florida

Unit Boundaries

- Legend**
- - denotes a curved boundary (radius) (change 1999 10/14/00)
 - - denotes a curved boundary (radius) (change 1999 10/14/00)
 - R/A - denotes a radius of arc
 - C - denotes a center point
 - CD - denotes a center point
 - sum - denotes a sum
 - SP - denotes a station point
 - PS - denotes a point of beginning
 - P.S. - denotes a point of beginning
 - C.P. - denotes a center point
 - Py - denotes a point
 - R - denotes a radius
 - D - denotes a distance
 - L - denotes a length
 - CD - denotes a center point



Benchmark Surveying & Mapping Consultants, Inc.
 Certificate of Accreditation Number - 13-4795
 827 West Palm Street, Suite 200, Fort Lauderdale, Florida 33304
 (407) 551-8131 Fax (407) 551-8134

**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

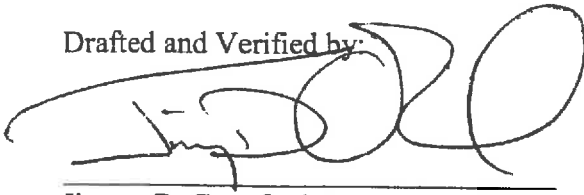
8th Ed. ITE Trip Generation:

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

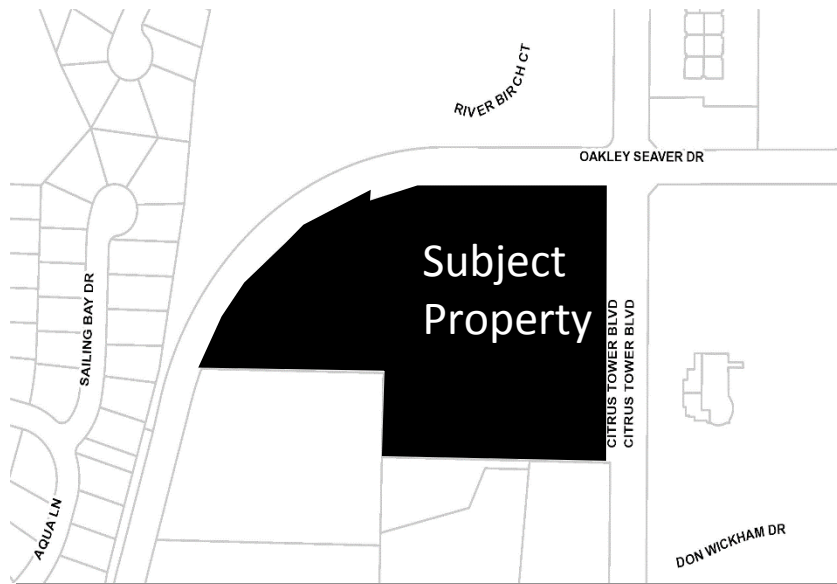
Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$661,950	\$606,787	\$606,787	5.30510	\$3,219.07
LAKE COUNTY MSTU AMBULANCE	\$661,950	\$606,787	\$606,787	0.46290	\$280.88
SCHOOL BOARD STATE	\$661,950	\$661,950	\$661,950	5.69700	\$3,771.13
SCHOOL 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, February 14, 2017		
Agenda Item Name		
Resolution No. 2016-42 <i>South Lake Medical Arts Center</i>		
Requested Action		
Recommend approval of Resolution 2016-42.		
Staff Report		
<i>This request was originally considered at the Dec. 13, 2016 Council meeting, but was tabled to Feb. 14, 2017 to allow the applicant and adjacent property owners additional time to discuss changes to the development proposal.</i> The South Lake Medical Arts Center is a 12-acre site located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard directly across from South Lake Hospital. In 2006, the site was approved through a conditional use permit (Resolution #1485) for a 116,000-square-foot office complex with a parking garage. 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 as professional offices, since there is available office space surrounding the hospital. The owner is requesting to convert the use to a multifamily 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 No. 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 50,300 square feet along with the 144 multifamily units. <i>At the November 1, 2016 Planning and Zoning Commission meeting, Commissioner Judy Proli moved to recommend denial of the conditional use permit; Commissioner Tony Hubbard seconded. The vote was 3-1 to recommend denial of the conditional use permit, with Commissioner Herb Smith opposing.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--------------|---------------------------|
| 1. | Resolution | CUP RES 2016-42.docx |
| 2. | Location Map | Location Map.docx |
| 3. | Site plan | New site plan.pdf |
| 4. | Minutes | P&Z minutes.pdf |
| 5. | Application | CUP Application.pdf |
| 6. | Legal ad | CUP Dec. 13 legal Ad.docx |

**CITY OF CLERMONT
RESOLUTION NO. 2016-42**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN
AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 1485)
TO ALLOW FOR MULTI-FAMILY USE.**

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held November 1, 2016 recommended denial of this Conditional Use Permit to allow for multi-family use, at the following location:

LOCATION:

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
AK 3877287

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has applied for a Conditional Use Permit for an amendment to allow multi-family use;

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for an amendment to a Conditional Use Permit (Resolution 1485) to allow for multi-family use; be granted subject to the following conditions:

Section 1 - General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan as prepared by Denham Engineering, dated June 2006. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.

CITY OF CLERMONT
RESOLUTION NO. 2016-42

3. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
8. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
9. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
10. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
11. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

CITY OF CLERMONT
RESOLUTION NO. 2016-42

12. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.

Section 2 - Land Use

1. The proposed development may contain up to 50,300 square feet of professional office space, and up to 144 multi-family units
2. The allowable uses shall be those uses indicated within the Residential/office category of the City of Clermont Land Development Regulations.

Section 3 - Transportation Improvements

1. Sidewalks shall be required along all public road frontages in accordance with adopted Florida Department of Transportation and City Codes.
2. Turn lanes shall also be provided based on staff Site Review Committee.
3. Prior to construction and development of the complex, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the City's transportation system.

Section 4 - Excavation and Grading/Operation Plans

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with the Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site.

Section 5 -Utilities

The applicant shall submit a detailed utility plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.

CITY OF CLERMONT
RESOLUTION NO. 2016-42

Section 6 -Site Improvements/Landscaping

Onsite landscaping and perimeter landscaping shall be planted in excess of code, to be determined by staff at Site Review Committee.

Section 7 - Architectural Design Standards

Architectural finish and building plans for the development shall be submitted and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are properly addressed.

The following design standards shall apply to all development on the site and shall apply until such time as citywide architectural design standards are adopted unless otherwise approved by the City of Clermont Site Review Committee.

Facades and Exterior Walls:

1. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet, except the parking structure.

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and Colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.

CITY OF CLERMONT
RESOLUTION NO. 2016-42

2. Facade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.
3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

The main entryway shall feature no less than three (3) of the following:

1. canopies or porticos;
2. overhangs;
3. recesses/projections;
4. arcades;
5. peaked roof forms;
6. arches;
7. architectural details such as tile work and moldings which are integrated into the building structure and design;
8. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Signage:

Neon tubing shall not be used in building signage. The letters in the signage shall be a primary color.

Lighting:

Light poles shall not be painted in primary colors and they shall be no greater than 25 feet in height.

Miscellaneous:

1. Mobile storage systems; metal shipping containers and trailers, shall be prohibited.
2. Chain link fencing shall be prohibited. Fencing around water retention areas and all other fencing shall be ornamental metal fencing.

CITY OF CLERMONT
RESOLUTION NO. 2016-42

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

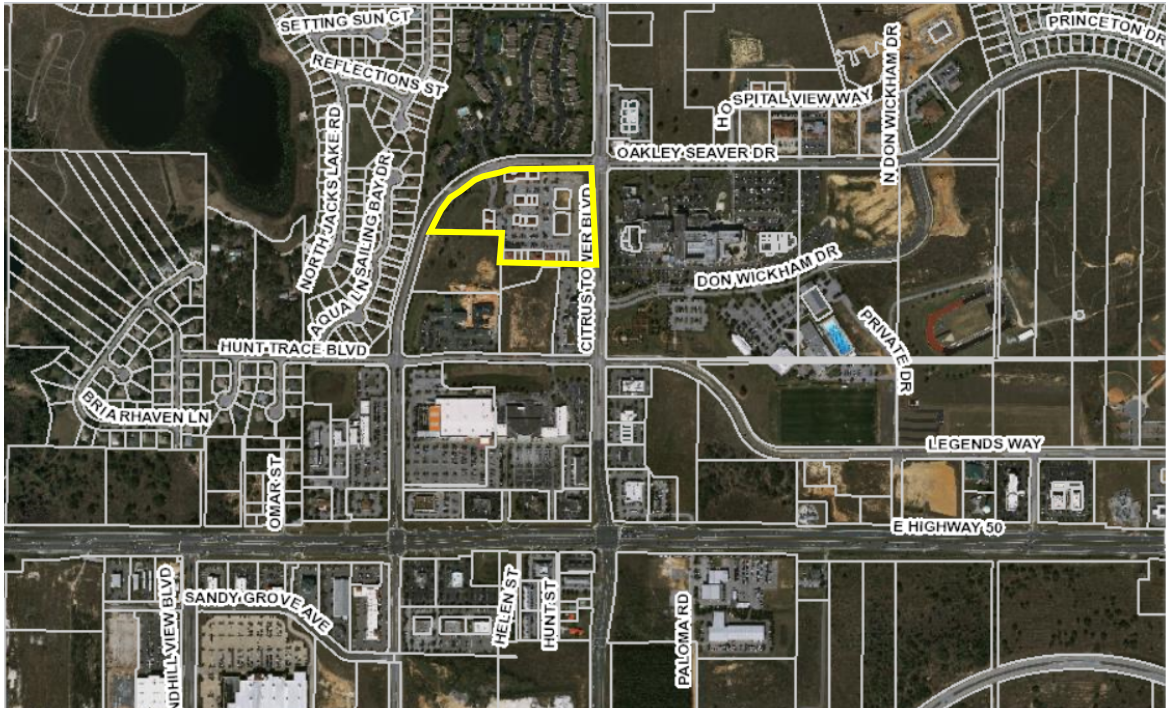
Tracy Ackroyd Howe, City Clerk

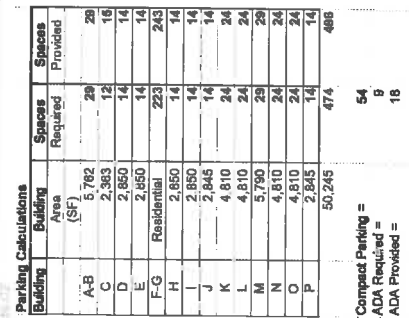
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map:

South Lake Medical Arts Center





Unit Type	Quantity
Studio	42
1 bedroom A	20
1 bedroom B	34
1 bedroom/den A	10
1 bedroom/den B	24
2 bedroom	14
Total	144

For a full list of products, visit www.thermo.com

WATER SYSTEM PROVIDERS: CITY OF CLEVELAND, OHIO
WATER SYSTEM - NOT PURUING THE CONTRACT.
WATER SYSTEM - WILL BE WITH FULLING CONTRACT. TO BE AWARD TO THE LOWEST BIDDING COMPANY.
WATER - STAGES UNDER CONSTRUCTION. TO BE AWARD TO THE LOWEST BIDDING COMPANY.
WATER - STAGES UNDER CONSTRUCTION. TO BE AWARD TO THE LOWEST BIDDING COMPANY.
WATER - STAGES UNDER CONSTRUCTION. TO BE AWARD TO THE LOWEST BIDDING COMPANY.

2. DO NOT DISCHARGE INTO ANY FLOOD PLAIN.

**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**

Page 2

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**

Page 3

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
CONDITIONAL USE PERMIT (CUP) AMENDMENT
APPLICATION

DATE: 5-23-16

FEE: _____

PROJECT NAME (if applicable): South Lake Medical Arts - Residential

APPLICANT: Jimmy D. Crawford

CONTACT PERSON: " "

Address: 1201 W. Highway 50

City: Clermont State: FL Zip: 34711

Phone: (352) 394-7408 Fax: (352) 394-7298

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: —

Address of Subject Property: _____

General Location: Pads F+G of SLMA - West of Citrus
Tower Blvd; across from South Lake Hospital

Legal Description (include copy of survey): see attached

Land Use (City verification required): Office (concurrent change to Mixed-Use)

Zoning (City verification required): R-3 + CUP



**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary).

Amendment to the existing CUP for South Lake Medical
Arts, to allow existing Pads F+G to be constructed
as residential use, 12 units per acre (12.3 acres).

This location is ideally centrally located for residential
apartment/rental use, close to jobs, transportation,
shopping and services.

The owner is proposing two all-enclosed buildings,
with elevators and inside hallways.

A conceptual plan and elevations will be provided
prior to hearings.

Jimmy D Crawford
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Jan Hendricks, as
Owner Name (print)
Manager, Belgian Capital Fund, LLC

x [Signature]
Owner Name (signature)
Manager, Belgian Capital Fund, LLC

***** 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

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.



**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

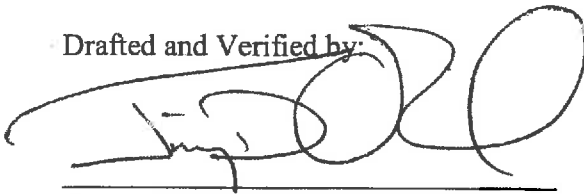
8th Ed. ITE Trip Generation:

6.59 Trips per Unit

146 units = **962 Trips per Day**

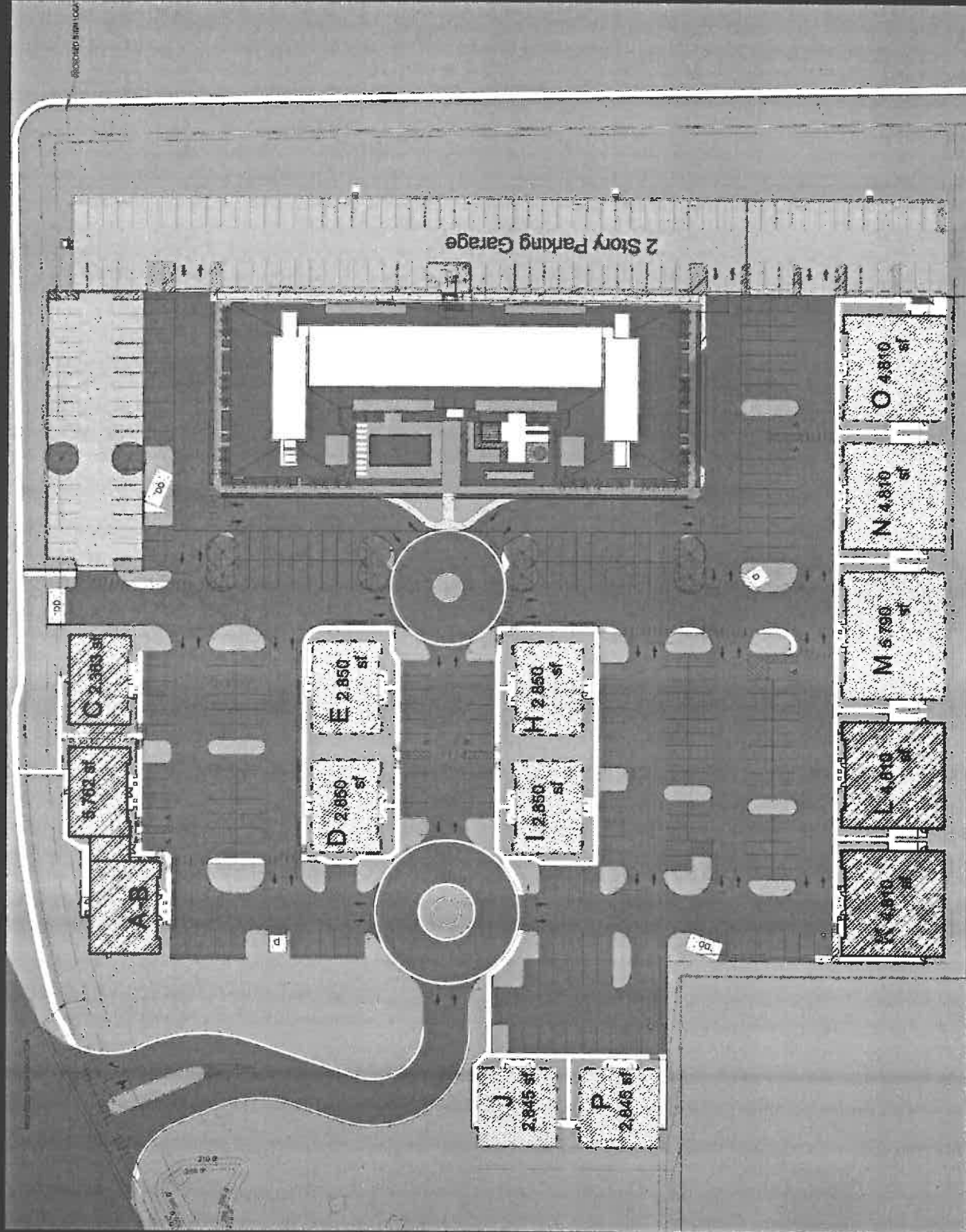
- **ALL TRAFFIC GENERATION NUMBERS TAKEN FROM 8TH EDITION, INTERNATIONAL TRAFFIC ENGINEERS (ITE) MANUAL, ADOPTED AND USED BY LAKE COUNTY AND THE FLORIDA DEPARTMENT OF TRANSPORTATION**

Drafted and Verified by:

A large, stylized handwritten signature in black ink, appearing to read 'Jimmy D. Crawford', is written over a horizontal line.

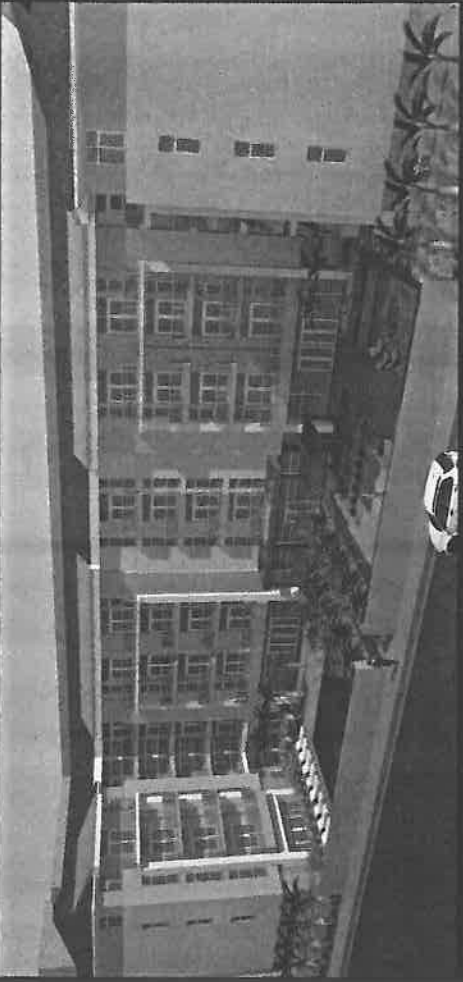
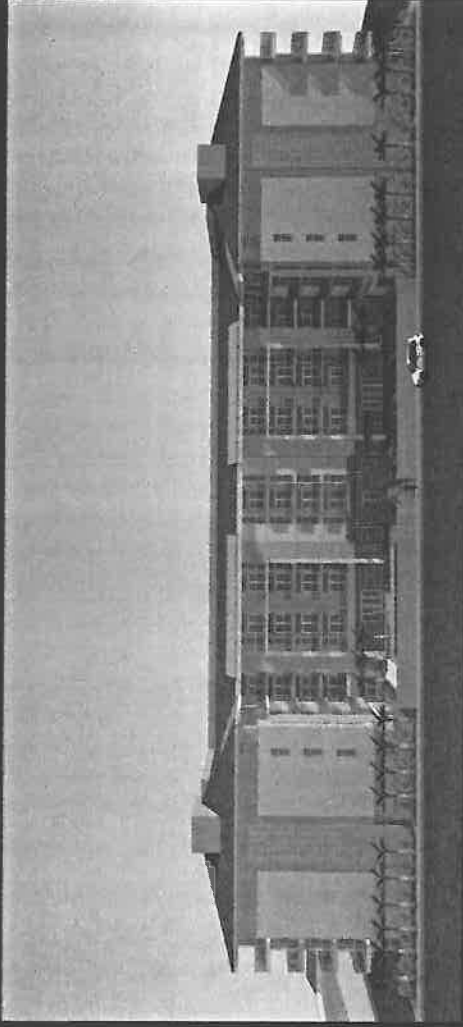
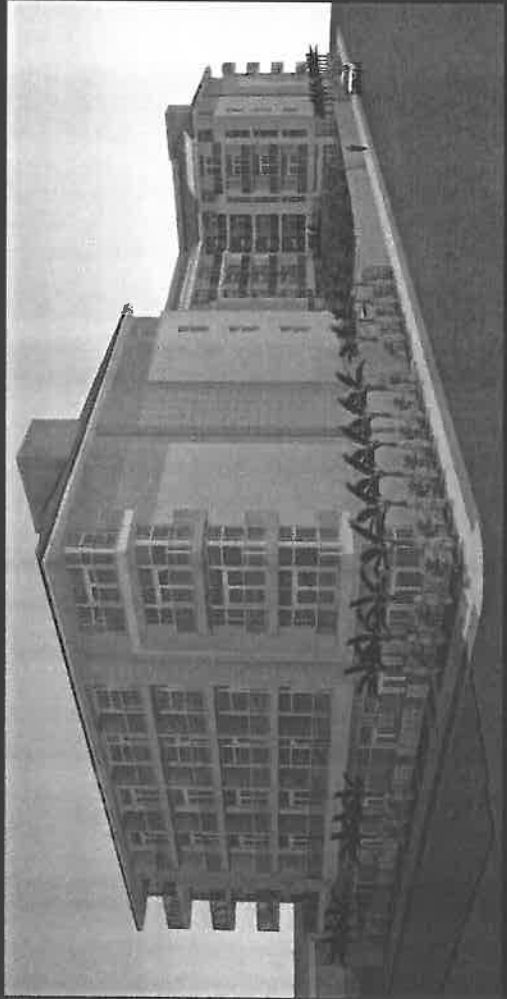
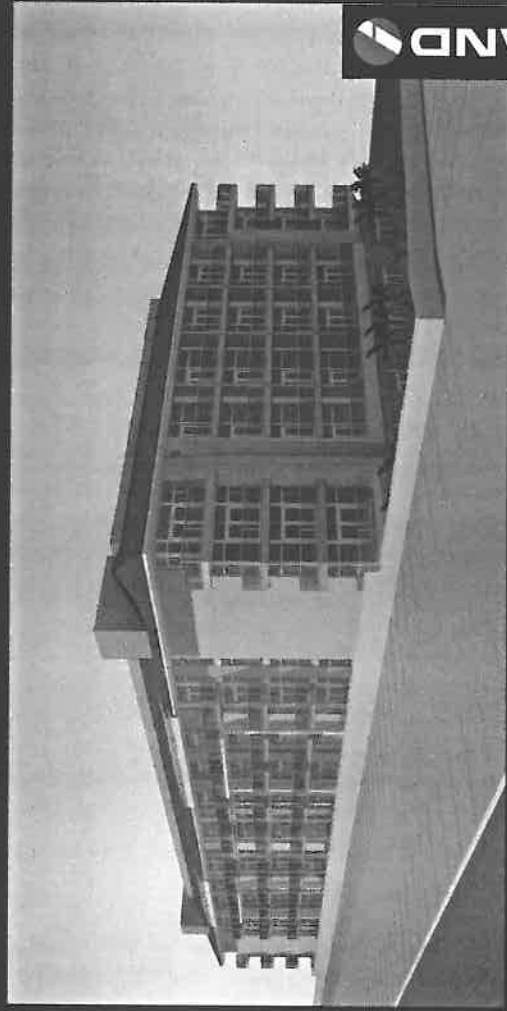
Jimmy D. Crawford, Esq.

August 10, 2016



PROPOSED SOUTH LAKE APARTMENTS SITE PLAN
CLERMONT FLORIDA

PROPOSED SOUTH LAKE APARTMENTS
CLERMONT FLORIDA



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

Planning & Zoning

CONDITIONAL USE PERMIT

Article IX of the City Zoning Ordinance provides that the Conditional Use Permit shall not become effective for any reason unless and until the following events have occurred:

1. Permittees shall have agreed to each and every condition by properly executing and signing the Conditional Use Permit.
2. Such Conditional Use Permit executed as indicated shall have been filed in the office of the City Manager within ninety (90) days of its approval by City Council. Upon expiration of this period, the permit shall become null and void, and the permittees must apply for rehearing.
3. In the event of failure of the permittee to fulfill development in substantial accordance with the plans as submitted to the Planning and Zoning Commission and the City Council; comply with the codes of the governmental agencies having lawful and appropriate jurisdiction thereon; or meet any of the terms of the Conditional Use Permit, the permit may be revoked after due public hearings before the Planning and Zoning Commission and the City Council.

PERMITTEE: Denham Engineering, Inc.
Attn: J. Brian Denham
5026 Hidden Springs Blvd.
Orlando, FL 32819

CONDITIONAL USE PERMIT FOR: To allow for the construction of a professional office complex.

LOCATION: The Southwest corner of Oakley Seaver Dr. and Citrus Tower Blvd.

ZONING: R-3, Residential/Professional

RESOLUTION: No. 1485

EXECUTION DATE: This CUP must be signed and returned to the office of the City Manager by **November 22, 2006** or this permit shall expire and become null and void.

CONDITIONS:

Section 1 - General Conditions

1. This Resolution shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor in title or interest, and shall be subject to each and every condition herein set out.
2. The property shall be developed in substantial accordance with the conceptual site plan as prepared by Denham Engineering, dated June 2006. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the CUP application is not an approved site plan.
3. Upon approval of the resolution the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
7. This permit shall become null and void if substantial work has not begun within one (2) years of the date of issuance of this Conditional Use Permit.

Section 2 - Land Use

1. The proposed development may contain up to 116,000 square feet of professional office space, consistent with the conceptual site plan prepared by Denham Engineering, dated June 2006.

2. The allowable uses shall be those uses indicated within the professional office category of the City of Clermont Land Development Regulations.

Section 3 - Transportation Improvements

1. Sidewalks shall be required along all public road frontages in accordance with adopted FDOT and City Codes.
2. Turn lanes shall also be provided based on staff site review committee.
3. Prior to construction and development of the complex, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the City's transportation system.

Section 4 - Excavation and Grading/Operation Plans

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with best management practices (BMP) of the U.S.D.A. Soil Conservation Service.
3. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site.

Section 5 -Utilities

The applicant shall submit a detailed utility plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.

Section 6 -Site Improvements/Landscaping

Onsite landscaping and perimeter landscaping shall be planted in excess of code, to be determined by staff at Site Review Committee.

Section 7 - Architectural Design Standards

Architectural finish and building plans for the development shall be submitted and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are properly addressed.

The following design standards shall apply to all development on the site and shall apply until such time as citywide architectural design standards are adopted unless otherwise approved by the City of Clermont Site Review Committee.

Facades and Exterior Walls:

1. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet (except parking structure.)

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third (1/3) of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and Colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Façade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.

3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

The main entryway shall feature no less than three (3) of the following:

1. canopies or porticos;
2. overhangs;
3. recesses/projections;
4. arcades;
5. peaked roof forms;
6. arches;
7. architectural details such as tile work and moldings which are integrated into the building structure and design;
8. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Signage:

Neon tubing shall not be used in building signage. The letters in the signage shall be a primary color.

Lighting:

Light poles shall not be painted in primary colors and they shall be no greater than 25 ft. in height.

Miscellaneous:

1. Mobile storage systems (metal shipping containers and trailers) shall be prohibited.
2. Chain link fencing shall be prohibited. Fencing around water retention areas and all other fencing shall be ornamental metal fencing.

I, the undersigned, do hereby agree to each and every condition of this Conditional Use Permit.

J. Brian Denham
J. Brian Denham, Agent

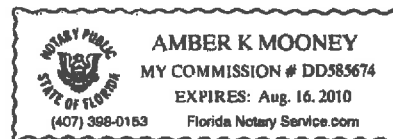
11-20-06
Date

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21 day of

November, 2006, by ~~John Schmid~~ BRIAN DENTAM
(name of person acknowledging)

Amber K Mooney
Signature of Notary Public



Who is personally known to me or who has produced _____ as
identification.

John Schmid

John Schmid, So. Lk. Medical Arts, Property Owner

11-21-06
Date

STATE OF Florida
COUNTY OF Lake

The foregoing instrument was acknowledged before me this 21 day of

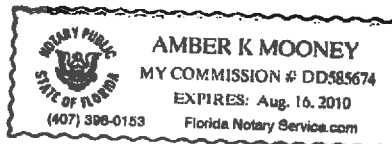
November, 2006, by JOHN SCHMID
(name of person acknowledging)

Amber K Mooney
Signature of Notary Public

Who is personally known to me or who has produced _____ as
identification.

Received in the office of the City Manager on November 21, 2006
Date

Janet Warren
Admin. Asst. to the City Manager



Clermont Apartment Unit Mix

Unit Type	Quantity
Studio	44
1 bedroom	54
1 bedroom/den	34
2 bedroom	14
Total	146

Total Building Square footage: 133,000sf

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit (Resolution 1485) to allow for multi-family use, at the following location:

LOCATION

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
AK 3877287

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

A public meeting to consider the request will be held before the City Council on Tuesday, December 13, 2016 at 6:30pm.

The meeting will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

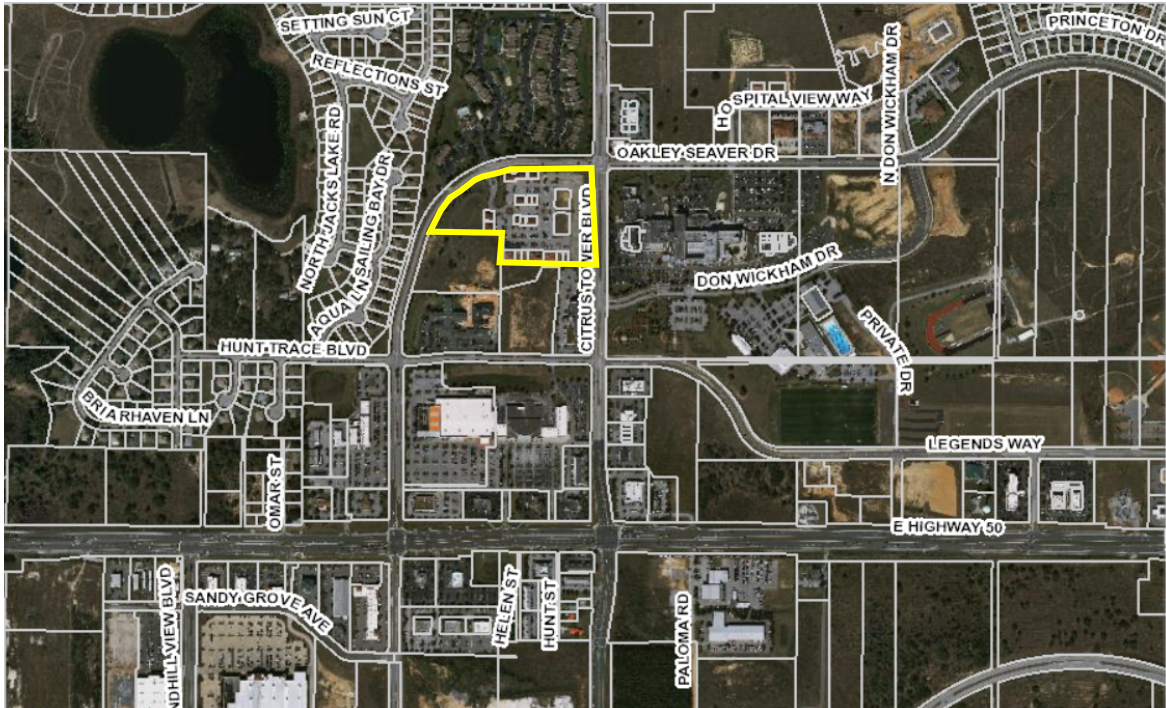
Daily Commercial
December 6, 2016

**AGENDA ITEM**

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Variance Request <i>South Lake Medical Arts Center</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
<i>This request was originally considered at the Dec. 13, 2016 Council meeting, but was tabled to Feb. 14, 2017 to allow the applicant and adjacent property owners additional time to discuss changes to the development proposal.</i> The applicant is requesting a variance to allow for a building height increase from 45 feet to 70 feet, or 25 feet over the maximum allowed per the land development code (LDC). The variance request is for a proposed 144-unit multifamily building to be located at the southwest corner of Citrus Tower Boulevard and Oakley Seaver Drive. The proposed building will be located adjacent to the existing parking garage within the South Lake Medical Arts Center. Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that two of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Location Map	Location Map.docx	
2. Site plan	New site plan.pdf	
3. Application	VAR The Loft application.pdf	
4. Review Criteria	Variance Exhibit 2.docx	
5. Legal ad	VAR Legal AD SL Medical Arts.docx	

Location Map:

South Lake Medical Arts Center





	1994	1995	1996
Compact Parking =	50,243	474	486
ADA Required =		54	8
ADA Provided =			18

Total Building Square footage: 133,000sf

[illegible]



CITY OF CLERMONT
VARIANCE
Application

DATE: 9-19-16

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): 3 The Lofts @ South Lake

APPLICANT: Jimmy D. Crawford

CONTACT PERSON: _____

Address: 1201 West Hwy 50

City: Clermont State: FL Zip: 34711

Phone: (352) 394-7408 Fax: (352) 394-7298

E-Mail: jimmy@ Crawford@magellan.com

OWNER: Belgian Capital Fund, LLC

Address: 1135 Kane Concourse, 3rd Floor

City: Bay Harbor Islands State: FL Zip: 33154

Phone: (305) 405-9628 Fax: -

Address of Subject Property: N/A

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

Legal Description (include copy of survey): see attached

Land Use (City verification required): Office

Zoning (City verification required): R-3 + CUP



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

122-185(4) - Height of Building

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

69.4' - approx. 54' above parking garage - to construct a five-story, urban, interior hallway, secured apartment building.

How does the Code create a hardship?

Height limits were adopted prior to improved fire and emergency services equipment. Also, use to our East (hospital) is taller/higher than our requested use.

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

Variance requested – subject and code section: 122-185(4) height

Sec. 86-174. Review criteria and findings.

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

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

- Building adjacent is higher (hospital) - Also building will be accessed from second story parking garage, which is existing.

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

Parking garage was built by others, as was hospital.



CITY OF CLERMONT
VARIANCE
Application
Page 3

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

-Taller building already exists next door.

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

The type of urban, secured apartment building is expensive to build - but is needed in the area.

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

-roof lines/slopes are the minimum needed.

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

Others, including our neighbors, have been granted similar variances.

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

The building will be an architecturally significant asset to the area, and will not diminish property values.



CITY OF CLERMONT

VARIANCE

Application

Page 4

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

The public welfare and the community will benefit from this building, which satisfies a pressing need in an area surrounding employment. The intent of the code is met by the parking garage access and the City's increased fire-fighting equipment.

Jimmy Crawford
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Jan Hendricks, Mgr.
Owner Name (print)
Belgian Capital Fund, LLC

X [Signature]
Owner Name (signature)

***** NOTICE *****

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

City of Clermont

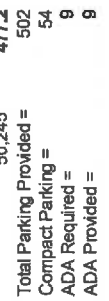
Development Services Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394-3542



1. IMPROVED SEWER SYSTEM PROVIDES: CITY OF CLAMART,
CLAMART, FRANCE
2. 100% PROTECTION AGAINST FLOODING POSSIBLE TO
RECOVER FROM
3. 100% PROTECTION AGAINST FLOODING CAUSED BY HAILSTORMS
4. 100% PROTECTION AGAINST FLOODING CAUSED BY
WINDSTORMS
5. PROTECTED FROM DROWNING
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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 Certified Millage Rate:	18.6521
		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	5.11800	\$2,824.75
LAKE COUNTY MSTU AMBULANCE	\$602,100	\$551,925	\$551,925	0.46290	\$255.49
SCHOOL BOARD STATE	\$602,100	\$602,100	\$602,100	4.62700	\$2,785.92

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 Certified Millage Rate:	18.6521
		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

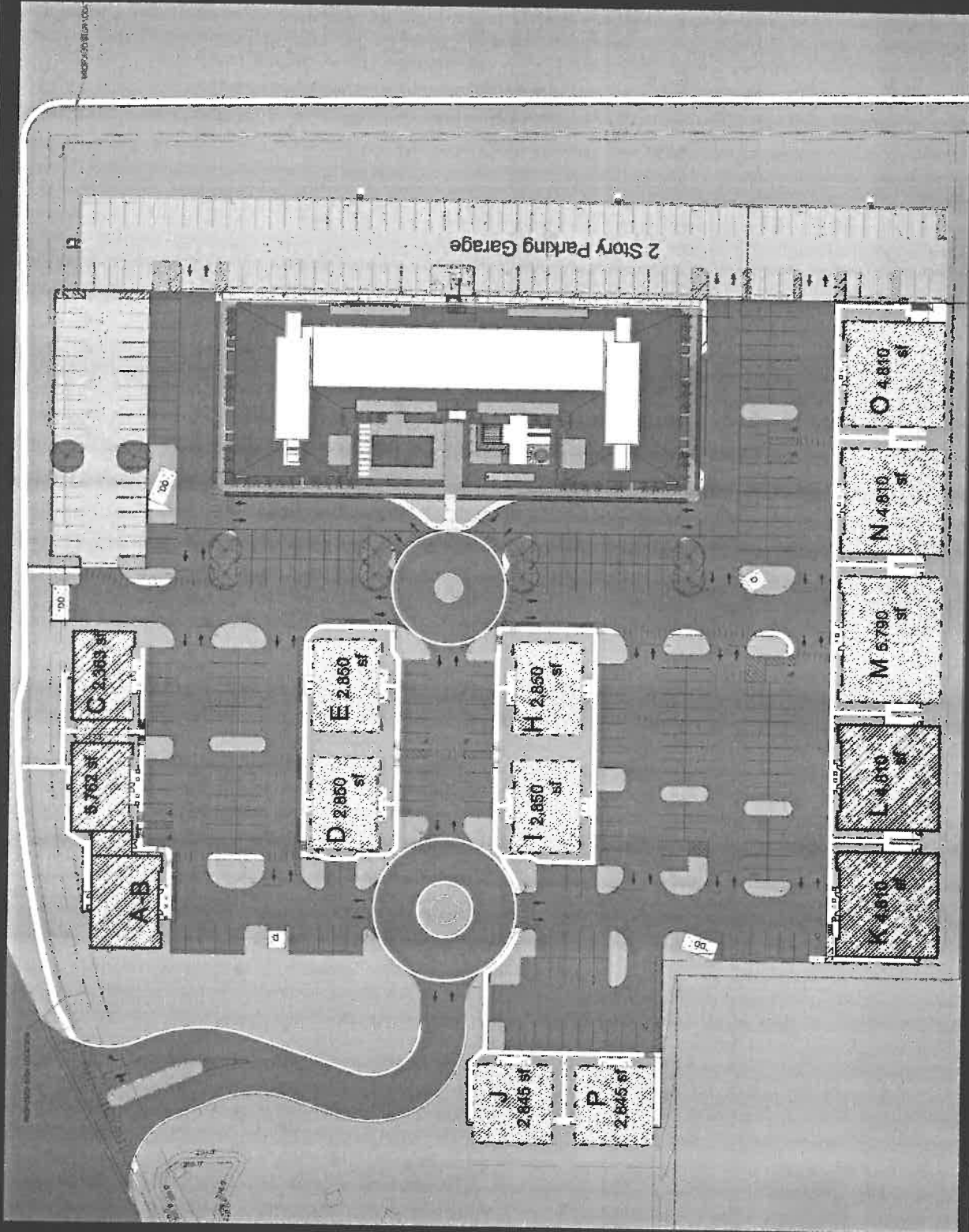
There is no improvement information to display.

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	5.11800	\$3,105.54
LAKE COUNTY MSTU AMBULANCE	\$661,950	\$606,787	\$606,787	0.46290	\$280.88



PROPOSED SOUTH LAKE APARTMENTS SITE PLAN
CLERMONT FLORIDA

PROPOSED SOUTH LAKE APARTMENTS
CLERMONT FLORIDA

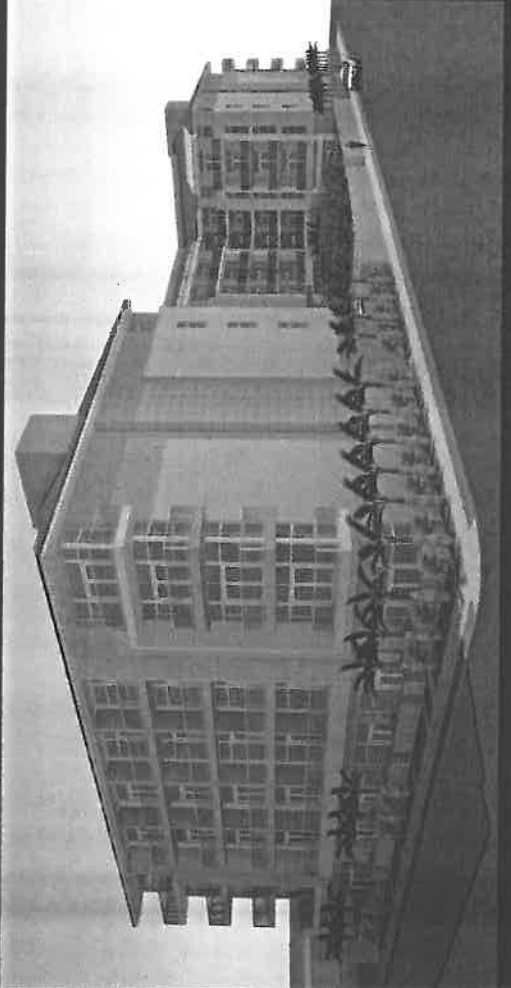
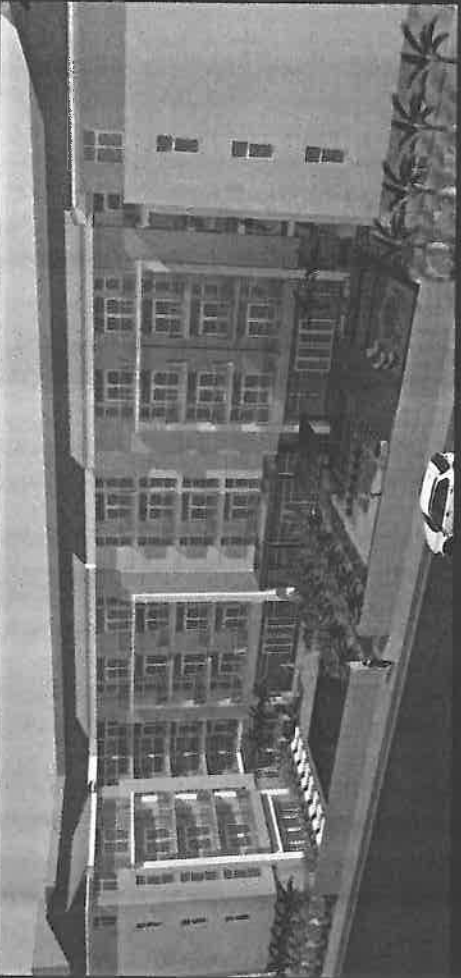
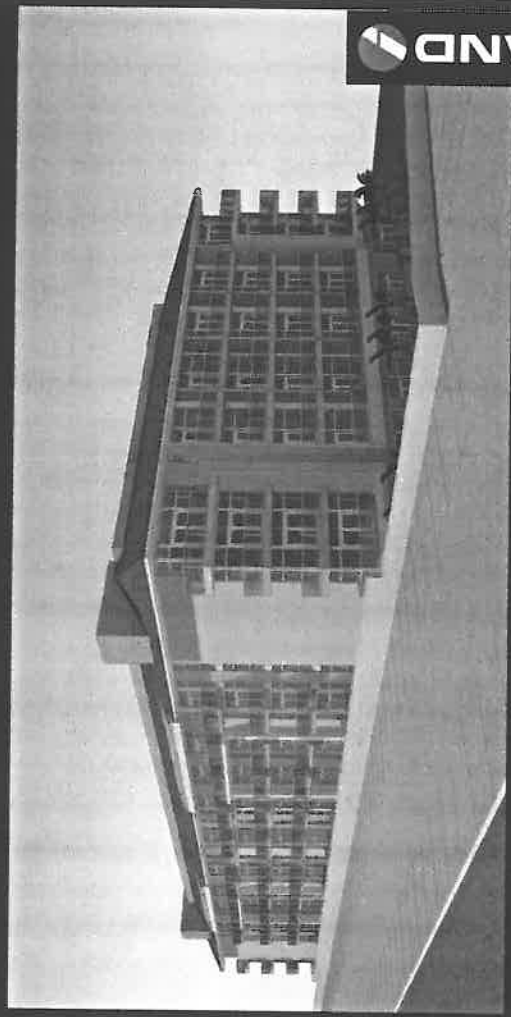
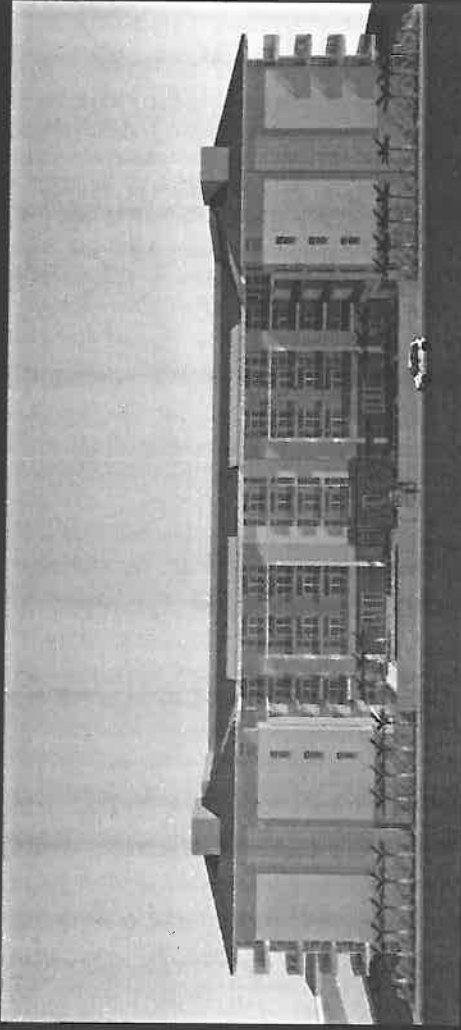


Exhibit 2

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Total height 69.4’ – appr. 54’ above parking garage to construct a five story, urban, interior hallway, secured apartment building.

Staff comments: Staff agrees that special conditions or circumstances are demonstrated in the development of this parcel. Previous projects with challenging site characteristics have received variances for building height

Positive finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: Parking garage was built by others, as well as hospital.

Staff comments: Staff agrees that the current owner or applicant did not create the site’s characteristics and parcel configuration. However, the applicant does have an interest in the property and the variances are being requested due to their proposed development of the site.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: Taller building already exists next door.

Staff comments: The adjacent property (South Lake Hospital) was developed under a previous LDR code. Staff does not feel an undue hardship has been placed on the current applicant in this situation.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: The type of urban secured apartment building is expensive to build, but is needed in the area.

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

Positive finding

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

Applicant response: *Roof lines/slopes are the minimum needed.*

Staff comments: *The applicant is trying to maximize the potential use of the site by requesting the variances.*

Positive finding

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

Applicant response: *Others including our neighbors have been granted similar variances.*

Staff comments: *The City Council has granted similar variance requests in the past for an increase in building height.*

Positive finding

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

Applicant response: *The building will be an architecturally significant asset the area, and will not diminish property values.*

Staff comments: *The proposed variance does not seem to substantially diminish property values or alter the essential character of the area. The proposed development fits the character of the surrounding community and is compatible with the adjacent uses.*

Positive finding

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

Applicant response: *The public welfare and the community will benefit from this building, which satisfies a pressing need in an area surrounding employment. The intent of the code is met by the parking garage access and the citys increased firefighting equipment.*

Staff comments: *Staff feels that the proposed project will be in harmony with the general intent and purpose of the land development code.*

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **two** of the eight that do not meet these findings. Therefore, staff recommends denial of the variance requests by the applicant to the Clermont Land Development Code.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: to allow a maximum building height of 70 feet, rather than 45 feet as required by Section 122-185 of the Land Development Code; at the following location:

LOCATION:

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
AK 3877287

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, December 13, 2016 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
December 6, 2016



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Variance Request No. 2 <i>South Lake Medical Arts</i>		
Requested Action		
Recommend denial of the variance request.		
Staff Report		
<i>Based on Council discussion at the Dec. 13, 2016 hearing, the applicant modified the original site plan and in doing so, created the need to request a second variance for the project at the final hearing Feb.14, 2017.</i> The applicant is seeking a variance to reduce the number of dumpster enclosures required by the land development code (LDC). Section 114-8 Solid Waste Collection Service requires one dumpster for every 25 residential units. For the proposed 144 residential units, this would equate to six dumpsters. The applicant is proposing one trash compactor with two bins that would equate to the six-dumpster requirement. Per the applicant, each bin would have a 3:1 ratio over one dumpster, thus equaling the same amount of cubic yards when compacted on site with two bins. The compactor is proposed to be completely enclosed within the building pad of the residential building and would not be visible from the outside. Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that two of the eight do not meet these findings. Therefore, staff recommends denial of the variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Findings	Loft Varinace Compactor Findings.docx	
2. Application	VAR application 2.pdf	
3. Legal ad	VAR Legal AD SL Medical Arts2.docx	

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: The building will have a trash compactor system which will produce at least a 3:1 ratio of compacted trash.

Staff comments: Staff does not feel special circumstances exist in this case.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: Belgian Capital is not the developer which will install the compactor system.

Staff comments: The current owners/developers are the ones requesting the variance request.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: Because this is an urban design project and not a sprawling garden apartment site, it would work undue hardship to not allow the compactor and fewer dumpsters.

Staff comments: The current code does not acknowledge the fact that compactors could be utilized to save space, and in turn lessen the hardship on the applicant.

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: No – it would be cheaper to not install the compactor.

Staff comments: Staff does not feel this request is based on a desire to reduce the cost of development.

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
Applicant response: Yes, 4 Dumpsters in two locations will be provided which is more than needed for bi-weekly pickups.

Staff comments: *The applicant's request for the variances seems to be the minimum variances necessary to make reasonable use of the land.*

Positive finding

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

Applicant response: *Other buildings may provide compactors and request similar variances.*

Staff comments: *Staff does not feel any special privileges would be granted by this request.*

Positive finding

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

Applicant response: *No effect.*

Staff comments: *The proposed variances do not seem to substantially diminish property values or alter the essential character of the area.*

Positive finding

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

Applicant response: *No effect on surrounding properties except less dumpsters. The intent of the code is satisfied by the compaction of the trash into less volume.*

Staff comments: *Staff feels that granting the variances will be in harmony with the general intent and purpose of the land development code.*

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes two of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: _____

FEE: \$ 600

PROJECT NAME (if applicable): Lofts@Southlake

APPLICANT: Jimmy Crawford

CONTACT PERSON: " "

Address: 1201 W. Hwy 50

City: Clermont State: FL Zip: 34711

Phone: (352) 394-7408 Fax: (352) 394-7298

E-Mail: jimmy.crawford@mnagelaw.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: -

Address of Subject Property: N/A

General Location: Pads For 6 at SLMA - West of Citrus
Tower Blvd; across from South Lake Hosp.

Legal Description (include copy of survey): See Attached

Land Use (City verification required): Office (Change requested to Mixed-Use)



Zoning (City verification required): _____

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

§ 114-8(4)(1)

What are you proposing to do that would require a variance and why? less than one dumpster for each resident, 25 units - due to trash chute and compactor system.

How does the Code create a hardship? developments which provide trash compacting service do not need the same dumpster requirements as those that do not.

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

Variance requested - subject and code section: Solid Waste Collection Service
§ 114-8(4)(1)

Sec. 86-174. Review criteria and findings.

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

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

The Building will have a trash compactor system which will provide at least a 3:1 ratio of compacted trash.

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

Belgian Capital is not the developer, which will install the compactor system.



**CITY OF CLERMONT
VARIANCE**

**Application
Page 3**

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

Because this is an urban-design project and not a sprawling garden apartment site, it would work
undue hardship to not allow the compactor and fewer dumpsters.

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

NO - it would be cheaper to not install the compactor,

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

YES - 4 dumpsters in two locations will be provided,
which is more than needed for bi-weekly
pickups.

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

Other buildings may provide compactors and request
similar variances.

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

NO effect.



**CITY OF CLERMONT
VARIANCE**

**Application
Page 4**

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

no effect on surrounding properties except beautification
less dumpsters. The intent of the code is satisfied by
the compaction of the trash into less volume.

Jimmy Crawford
Applicant Name (print)

x [Signature]
Applicant Name (signature)

Jan Hendrickx, Mgr
Owner Name (print)

x [Signature]
Owner Name (signature)

Belgian Capital Fund, LLC Manager, Belgian Capital Fund, LLC

***** NOTICE *****

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

City of Clermont

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

Jimmy Crawford

From: Angie Langley <angie@grantrelations.com>
Sent: Friday, January 13, 2017 10:23 AM
To: Jimmy Crawford; John DiGiovanni; Brian Denham; Jan Hendrickx
Subject: Fwd: Compactor specifications
Attachments: Compactor pad specifications.pdf; Containers 2.PDF

Gentlemen:

Please see the below email and attachments regarding the dumpster/trash issue with the Lofts project, which was raised at the Site Review meeting on Wednesday.

Included are specifications for a compactor.

He says that one compactor should meet the requirements of what the city would view as being equal to six regular dumpsters.

Please let me know if there is additional details or information that you need, that I may help with.

Thanks!

Angie

Sent from my iPhone

Please excuse any typos or errors

Begin forwarded message:

From: "Fisher, Steven" <sfisher@wm.com>
Date: January 13, 2017 at 8:31:38 AM EST
To: "angie@grantrelations.com" <angie@grantrelations.com>
Subject: **Compactor specifications**

Good morning and great speaking with you Angie.

As discussed, this should get the ball rolling until our next call and/or meeting. Here is some math to go along with the compactor we spoke of for your new Clermont Apartment Complex near South Lake Hospital. Attached is a few documents that will assist in the creation of a compactor area.

A compactor has a 3 : 1 compaction ratio. So for every one compacted yards it will equal 3 loose yards.

Based on a 34 Cubic yard self-contained unit with 3 : 1 compaction this will give you roughly 102 cu yds. of service per pull.

Relating this to other apartment complexes I currently service with about 150 units, you should be good with about 2 pulls per month (estimated).

This is a close estimation, depending on move-ins and move-out, which is when any complex creates the most garbage.

Most complexes do opt to have a separate secure area set aside for bulk materials, such as; couches, appliances, mattresses and other type furniture (which will not fit in the compactor) for when needed. We can discuss all of during our next call.

Thank you for the opportunity to work with you and have a great day,
Steven

Steven Fisher
Territory Manager
sfisher@wm.com

Waste Management Inc. of Florida
8708 NE 44 Drive
Wildwood FL 34785
Tel 352-787-5572
Cell 352-446-0631 (best)

Recycling is a good thing. Please recycle any printed emails.

Dimensions and Specifications

Specifications

Charge Box Capacity

[Mfr. Rating]	1.7 cu yd	1
[WASTEC Rating]	1.31 cu yd	1
Clear Top Opening	41"L x 58"W	1041mm

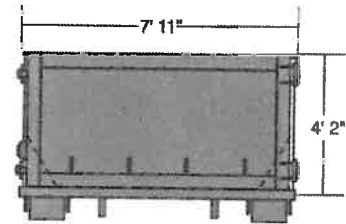
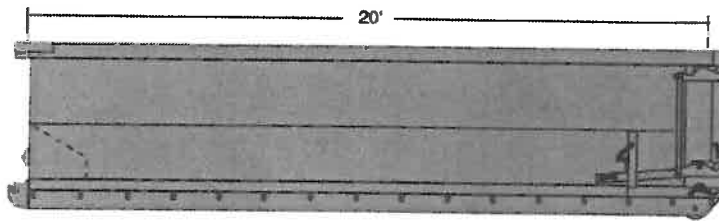
Performance Characteristics:

Cycle Time	33 sec.	3
Total Normal Force	39,900 lbs.	1
Total Maximum Force	49,500 lbs.	2
Normal Ram Face Pressure	27.1 psi	1
Maximum Ram Face Pressure	33.7 psi	2
Ram Penetration	6"	1

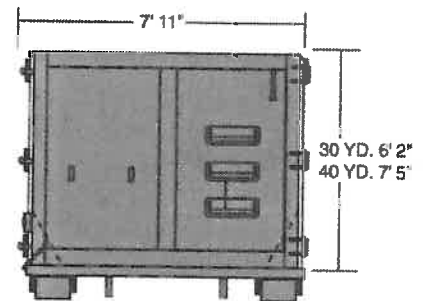
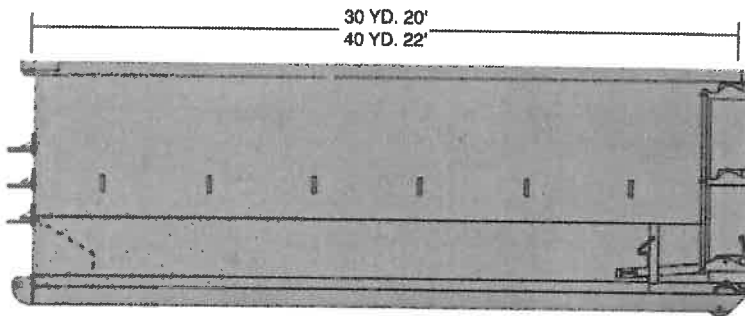
Electrical Equipment

Electric Motor 3/60/230-460	10 hp	7
Electric Control Voltage	120 VAC	1
Panel Box Assembly		
UL® and CUL® Listed	Key Operated	1

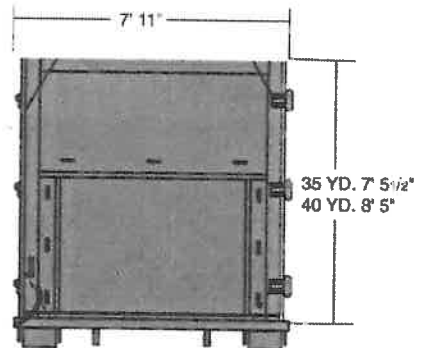
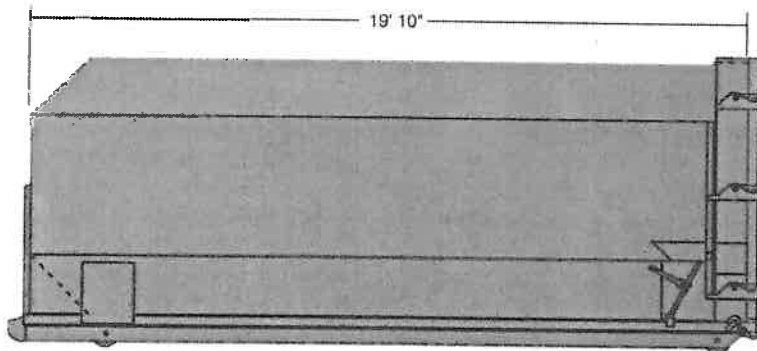
ROLL OFF CONTAINER SPECIFICATIONS



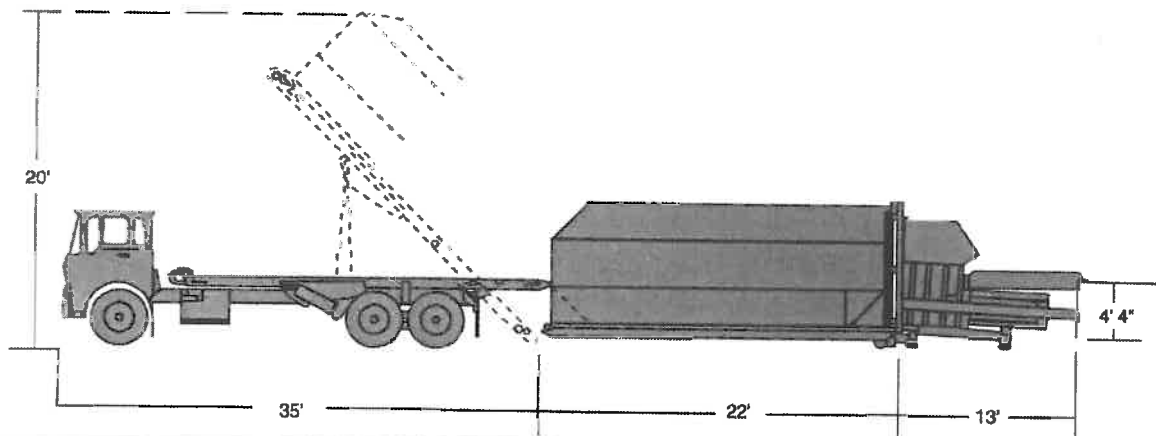
20 YARD OPEN TOP



30 & 40 YARD OPEN TOP



35 & 40 YARD COMPACTORS



ROLL OFF VEHICLE CONFIGURATION

Note: Approximate specifications subject to change.

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: to allow for less than one dumpster enclosure for 25 residential units as required by the Land Development Code Section 114-8, Solid Waste Collection Service; at the following location:

LOCATION:

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
AK 3877287

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, February 14, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-01 <i>Final</i> <i>Commercial Solid Waste</i>		
Requested Action		
Recommend approval 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.	Letter of Credit	Letter of Credit.pdf
4.	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

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

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Jerry Rojas
Personal Banker

SunTrust Bank
1211 North Boulevard West
Leesburg, FL 34748
Tel 352.360.7800
Fax 352.326.4511
Jerry.Rojas@suntrust.com

LETTER OF CREDIT

To Whom It May Concern:

AL ROZNOWSKI INC. has funds over \$60,000.00 in the business account ending in 2216.

If there is any questions please feel free to call at 352-360-7818 or email me at jerry.rojas@suntrust.com.

Thank You,

A handwritten signature in blue ink, appearing to read "JR", is written over the "Thank You," text.

Jerry Rojas
Personal Banker
SunTrust Bank
352-360-7800
Jerry.Rojas@suntrust.com

SunTrust Bank
Sun Square
1211 North Boulevard West
Leesburg, FL 34748
2151330

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, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-03 <i>Final</i> <i>MSTU</i>		
Requested Action		
Consider adoption of MSTU ordinance.		
Staff Report		
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for 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)		
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, MMC
City Clerk

Daily Commercial
January 31, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-06 <i>Final Right of Way Closing</i>		
Requested Action		
Recommend approval 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

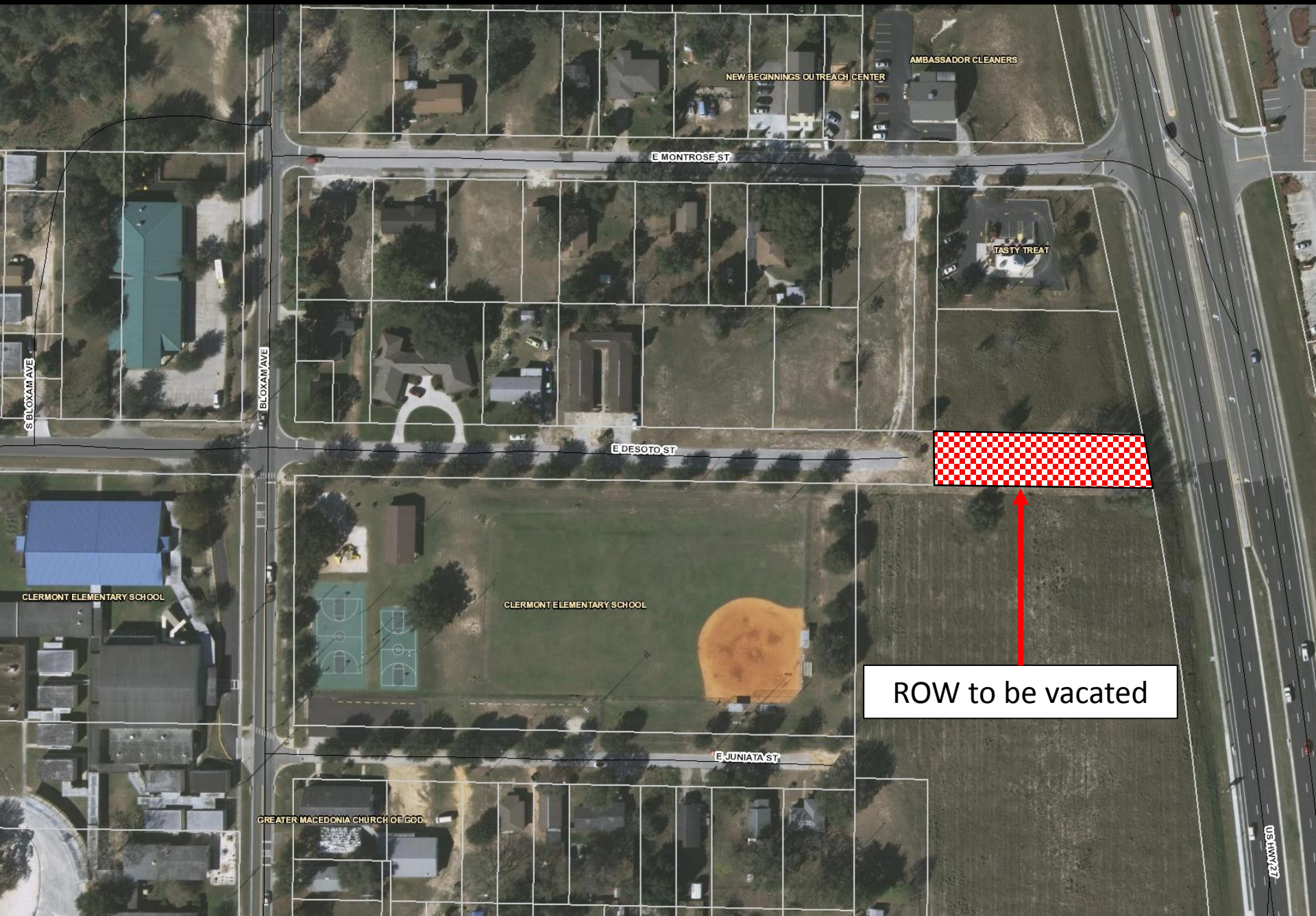
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

East Desoto Street ROW Vacation Request



ROW to be vacated



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.

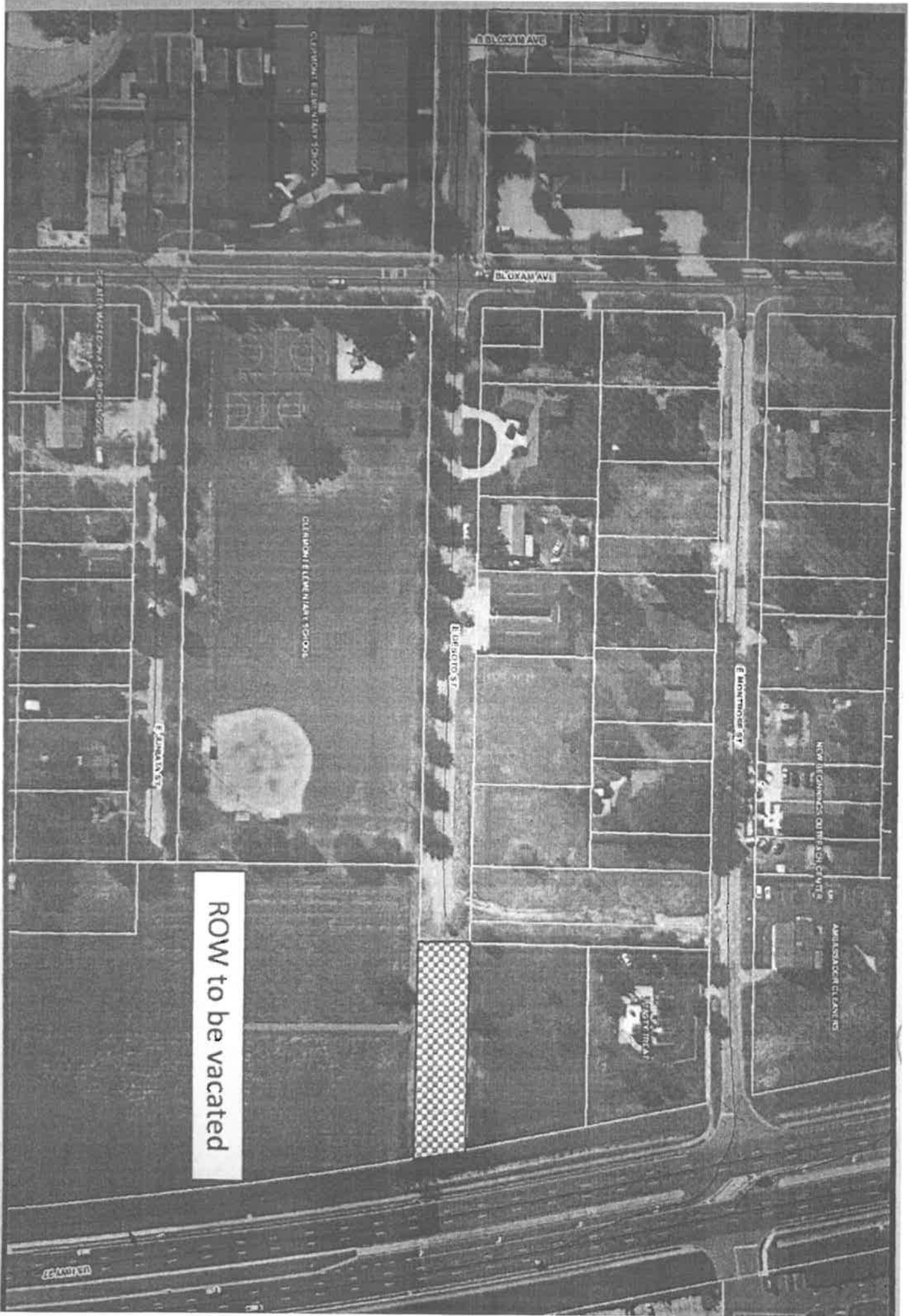
Attach a map and list of: Names and addresses of all property owners abutting the portion of the
street requested to be closed and abandoned. ☒ yes ☐ no

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)



ROW to be vacated

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the Regular Council meeting to be held Tuesday, February 14, 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 31, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-07 <i>Final Council Compensation</i>		
Requested Action		
Consider adoption of Mayor and Council compensation ordinance.		
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		
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

2

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Variance Request 291 Carroll Street		
Requested Action		
Recommend denial of variance requests.		
Staff Report		
The owner, Todd Brandenburg, is requesting the following variances to the land development code (LDC): (1) To allow for a rear-yard setback of 7 feet instead of 25 feet as required by the LDC, Section 122-146 (2) To allow for an interior side-yard setback of 2 feet instead of 7.5 feet as required by the LDC, Section 122-146 The owner is requesting these two variances in order to construct a garage in the rear portion of the property with an existing home located at 291 Carroll Street, on the southeast corner of Third Street and Carroll Street. The home was constructed on the lot in 1950 and was not centered on the property when built. The owner has room to place the garage in the front of the home and still be able to meet setbacks. However, the owner feels that the garage would block the view of Sparkling Water Lake and the visual aspect of the garage would decrease the appearance and aesthetics. The owner wishes to construct a 26-feet-wide by 30-feet-deep attached garage that will be accessed from Third Street. The property is zoned R-2, which has a 7.5-foot interior side-yard setback and a 25-foot rear-yard setback. The owner is requesting a variance to allow placement of the garage 7 feet from the rear-yard setback. The existing home is currently 2 feet 3 inches from the interior side-yard setback. Since the garage will be attached to the existing home, this addition would be an expansion to a non-conforming use. Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that three of the eight do not meet these findings. Therefore, staff recommends denial of the variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Review Criteria	291 Carroll Street Review Criteria.docx	
2. Site Plan	Site plan.pdf	
3. Maps	291 Carroll Variance Maps.pdf	
4. Application	VAR application.pdf	

291 Carroll Street Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: This house is on a corner lot and was rotated and placed further back from the street then the other houses giving a nice view of Sparkling Water Lake.

Staff comments: Staff agrees that the house is rotated and further back on the property. The house was built in 1950 prior to the land development codes. However, the lot has sufficient space in front for a garage while meeting the setbacks.

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: No. This house was built in 1950.

Staff comments: The owner does have an interest in the property and is requesting the variance for the garage.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: I would like a variance to put a garage on the rear of the property to preserve the view from the house and preserve the aesthetics as well.

Staff comments: The owner is not prohibited from constructing a garage on the front of the existing home.

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: The variance would allow me to make improvements to the property and not to reduce costs.

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

Positive finding

- (5) The variance, if granted, is the minimum variance necessary to make possible the reasonable use of the land, building or structure;
Applicant response: This request is the minimum variance to allow for an addition to the rear of the property and maintain the aesthetic value in the front of the house.

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the garage behind the existing home.

Positive finding

- (6) Granting of the variance request will not confer on the applicant any special privilege that is denied by the land development code to other lands, buildings or structures in the same zoning district;
Applicant response: No. Other properties have been given variances to allow for improvements. Ex. 327 Carroll Street, Clermont, FL 34711

Staff comments: The City Council has granted similar variance requests in the past. The property at 327 Carroll Street was granted similar variances for side and rear yard setbacks.

Positive finding

- (7) The proposed variance will not substantially diminish property value in, or alter the essential character of the area surrounding the site; and
Applicant response: The character of the addition will be the same as the existing structure. The rear addition will be connected to the home and looks as if it was part of the original structure. I believe it will add value to the property.

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

- (8) The granting of the variance will be in harmony with the general intent and purpose of this land development code, and will not be injurious to the surrounding properties or detrimental to the public welfare.
Applicant response: The garage will be placed on the rear of the property to preserve the look and harmony of the land and will be an improvement to the neighborhood.

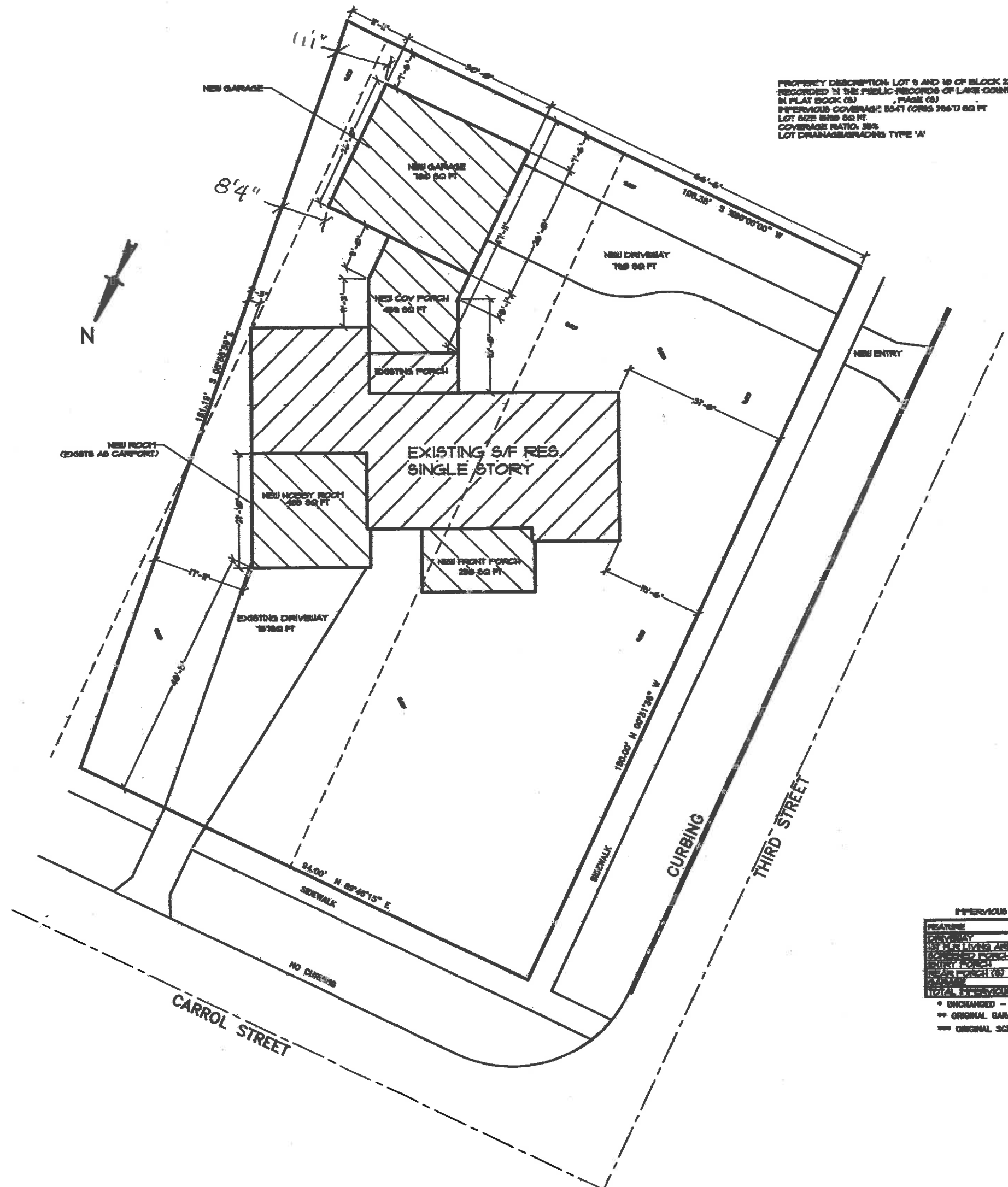
Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **three** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.

PROPERTY DESCRIPTION: LOT 9 AND 10 OF BLOCK 22 OF THE CITY OF CLERMONT, AS
RECORDED IN THE PUBLIC RECORDS OF LAKE COUNTY, FL
IN PLAT BOOK (6) PAGE (6)
PREVIOUS COVERAGE: 5341 (ORIG 2861) SQ FT
LOT SIZE: 5180 SQ FT
COVERAGE RATIO: 38%
LOT DRAINAGE/GRADING TYPE: 'A'

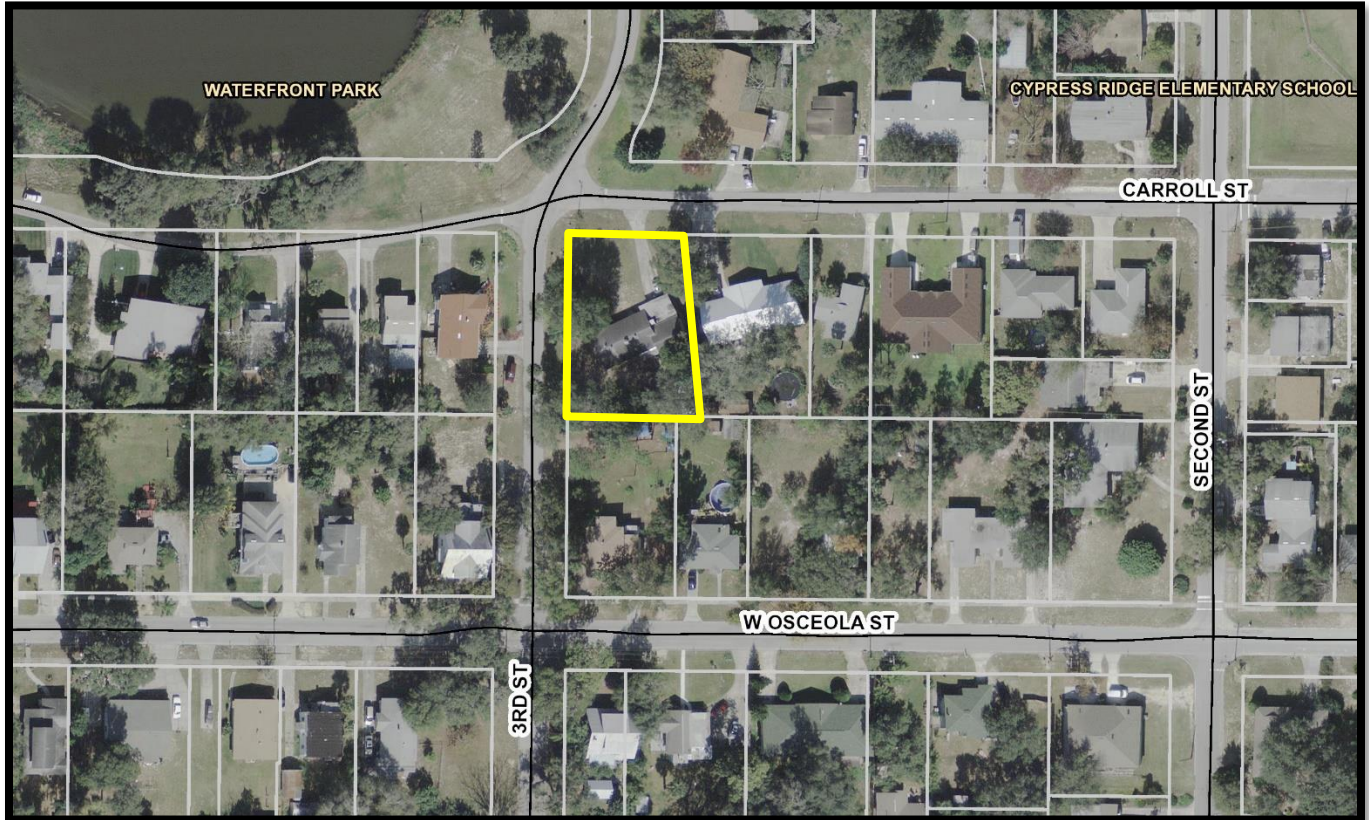


PREVIOUS CALCULATIONS

FEATURE	EXISTING	REMODELLED
DRIVEWAY	180	5241
10TH FLOOR AREA	1208	2865 **
SCREENED PORCH	180 **	-
ENTRY PORCH	-	288
MOBBY ROOM	180	488
FRONT PORCH	120 **	288
TOTAL PREVIOUS	2861	5241

* UNCHANGED - ERROR IN ORIG MEAS.
** ORIGINAL GARAGE NOW PART OF LIVING AREA
*** ORIGINAL SCREENED PORCH/CARPORT REMOVED

291 Carroll Street - Variance

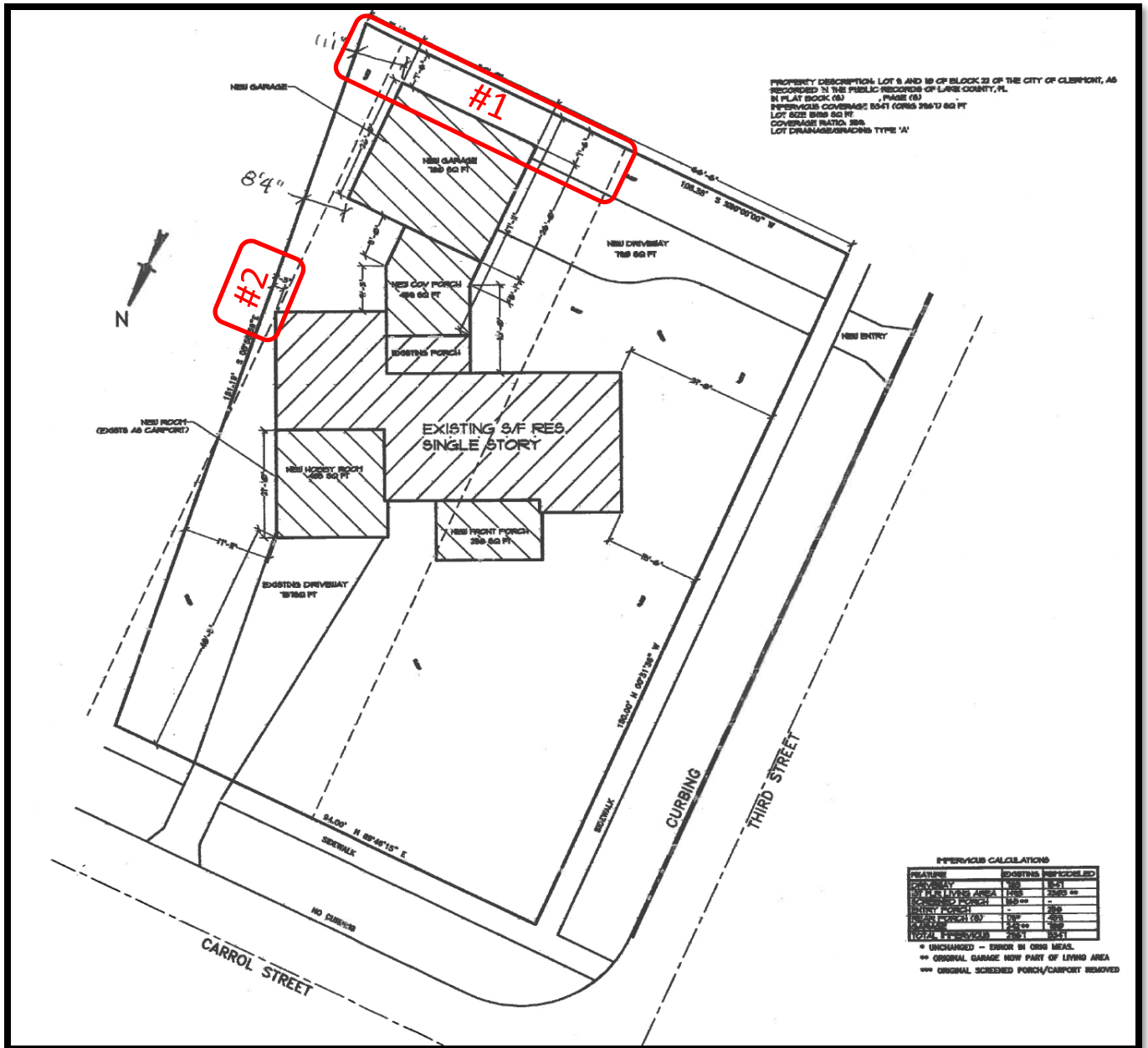


Front View



Side View

291 Carroll Street - Variance



Variance:

- # 1: to allow for a rear yard setback of 7 feet – rather than a 25 feet setback
- # 2: to allow for an interior yard setback of 2 feet – rather than 7.5 feet setback



CITY OF CLERMONT
VARIANCE
Application

DATE: 12/19/2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Todd Brandenburg

CONTACT PERSON: Same

Address: 291 Carroll Street

City: Clermont State: Florida Zip: 34711

Phone: 407 758-7330 Fax: _____

E-Mail: todd k 27@yahoo.com

OWNER: Same

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Same

General Location: SE corner of 3rd and Carroll

Legal Description (include copy of survey): AK 1789966

Sunset Heights Block 9

Lake County, FLORIDA

Land Use (City verification required): Medium density residential

Zoning (City verification required): R-2 medium density



CITY OF CLERMONT VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.

City of Clermont
City Council
Variance committee,

12/19/2016

Dear Committee Members,

I would like to close in my carport and turn it into a recreational room and add a front porch to my home. The additions would blend in with the current location and style and materials of the existing home. I would also like to add a garage in the back portion of the lot which would be connected to the house with a walkway/porch area. I decided not to put a garage in the front of the house because it would block the view of Sparkling Water Lake and I feel decrease in appearance and would cause the two rooms that surround the current carport to look into a garage.

This Variance would allow me to make improvements to the property while maintaining an aesthetic appearance and increasing its value.

Thank you,



Todd Brandenburg

291 Carroll Street
Clermont Florida 34711



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

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

R-2 Section 122.146 Side and rear yard.

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

Add addition and garage.

How does the Code create a hardship? The house was built in 1950

and Zoning codes didn't exist at that time.

The house is not centered on the lot.

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

Variance requested – subject and code section: Sec. 122.146 Side and rear
yards

Sec. 86-174. Review criteria and findings.

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

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

This house is on a corner lot and was rotated
and placed further back from the street than
the other houses giving a nice view of Sparkling water lake.

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

No. This house was built in 1950.



CITY OF CLERMONT

VARIANCE

Application

Page 3

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

I would like a variance to put a garage on the rear of the property to preserve the view from the house and preserve the aesthetics as well.

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

The variance would allow me to make improvements to the property and not to reduce costs.

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

This request is the minimum variance to allow for an addition to the rear of the property and maintain the aesthetic value in the front of the house.

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

NO. Other properties have been given variances to allow for improvements.

ex. 327 Carroll Street, Clermont FL 34711

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

The character of the addition will be the same as the existing structure. The rear addition will be connected to the home and look as if it was part of the original structure. I believe it will add value to the property.



CITY OF CLERMONT

VARIANCE

Application

Page 4

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

The garage will be placed on the rear of the property to preserve the look and harmony of the land and will be an improvement to the neighborhood.

Todd Brandenburg
Applicant Name (print)

x Todd Brandenburg
Applicant Name (signature)

Todd Brandenburg
Owner Name (print)

x Todd Brandenburg
Owner Name (signature)

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

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

City of Clermont

Development Services Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-0219

(352) 394-4083 Fax: (352) 394-3542

PROPERTY RECORD CARD

General Information

Owner Name:	BRANDENBURG TODD	Alternate Key:	1789966
Mailing Address:	291 CARROLL ST CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	24-22-25-040000900900
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	291 CARROLL ST CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	— Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT, SUNSET HEIGHTS BEG AT A PT 9 FT E OF SW COR OF LOT 8 RUN W TO SW COR LOT 9, N TO NW COR LOT 9, E 44 FT, SE'LY TO POB. LOT 10, BLK 9 PB 5 PG 42 ORB 4098 PG 1196		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class	Value	Land Value
1	SFR DRY LOT (0100)	0	0		2	LT		\$0.00	\$37,800.00

Residential Building(s)

Building 001

Residential	Single Family	Building Value: \$74,888.00	
Summary			
Year Built: 1950	Total Living Area: 1493 ⓘ	Central A/C: Yes	Attached Garage: Yes
Bedrooms: 3	Full Bathrooms: 1	Half Bathrooms: 1	Fireplaces: 1
Incorrect Bedroom, Bath, or other information? ⓘ			

Section(s)

Section No.	Section Type	Ext. Wall Type	No. Stories	Floor Area	Finished Attic	Basement	Basement Map Finished	Color
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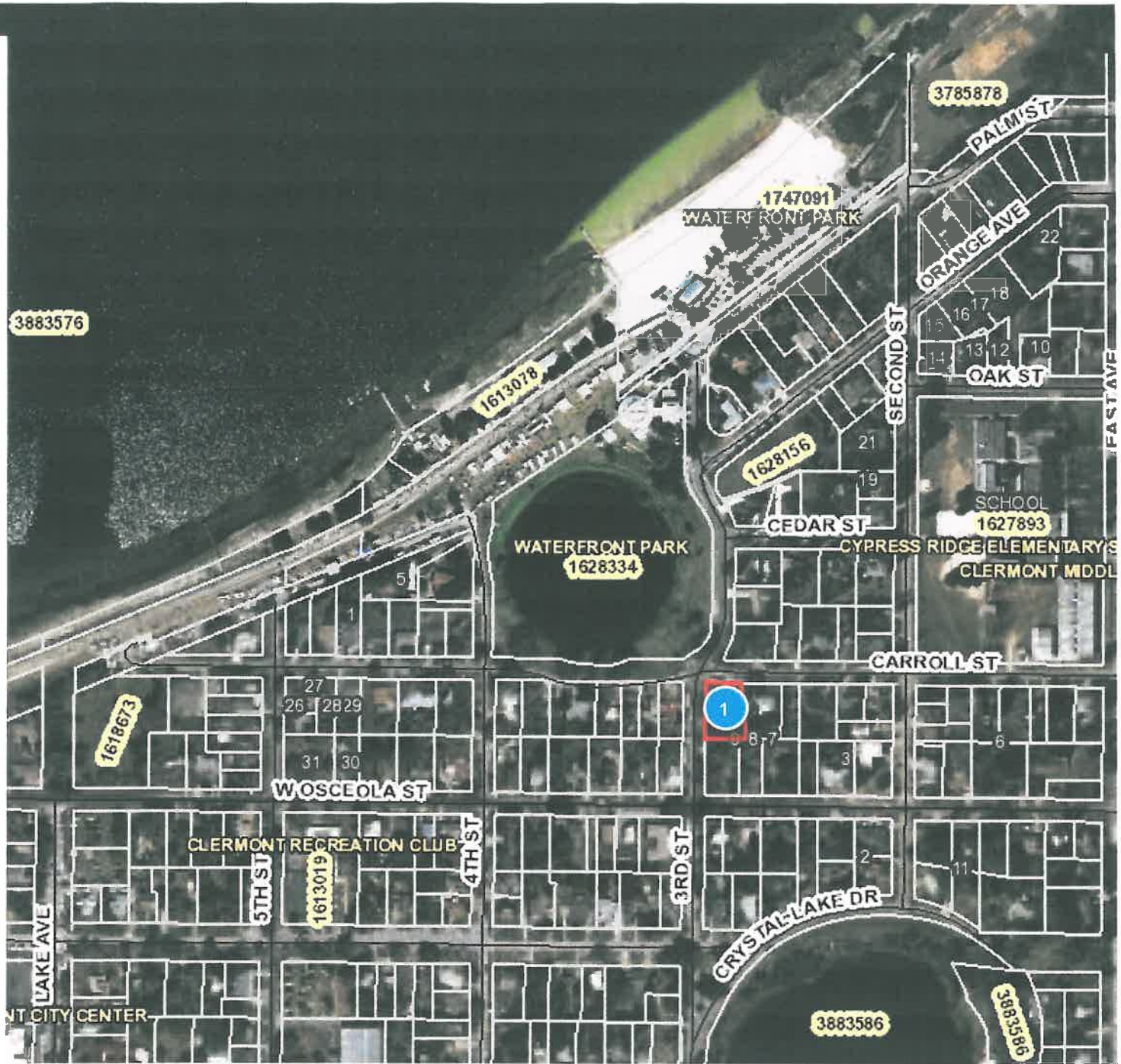


Always display results after
performing a search, buffer or
selection

1

1789966**291 CARROLL ST CLERMONT FL
34711****Owner:** BRANDENBURG TODD**Owner Address:** 291 CARROLL ST,
CLERMONT, FL, 34711[More info](#) [Zoom to](#)[Property Appraiser](#), [Tax Collector](#),[Building Permits](#), [Public Services](#),[Google Maps](#), [Street View](#), [Bing Bird's](#)[Eye](#), [FEMA Flood Map](#)

2



291 CARROLL STREET
CLERMONT FL 34711

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variances: (1) to allow for a rear yard setback of 7 feet instead of 25 feet as required by the Land Development Code, Section 122-146 – Yards and (2) to allow an interior side yard setback of 2 feet instead of 7.5 feet as required by the Land Development Code, Section 122-146 – Yards at the following location:

LOCATION:

291 Carroll Street
(Alt. Key 1789966)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, February 14, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 7, 2017



CITY OF CLERMONT

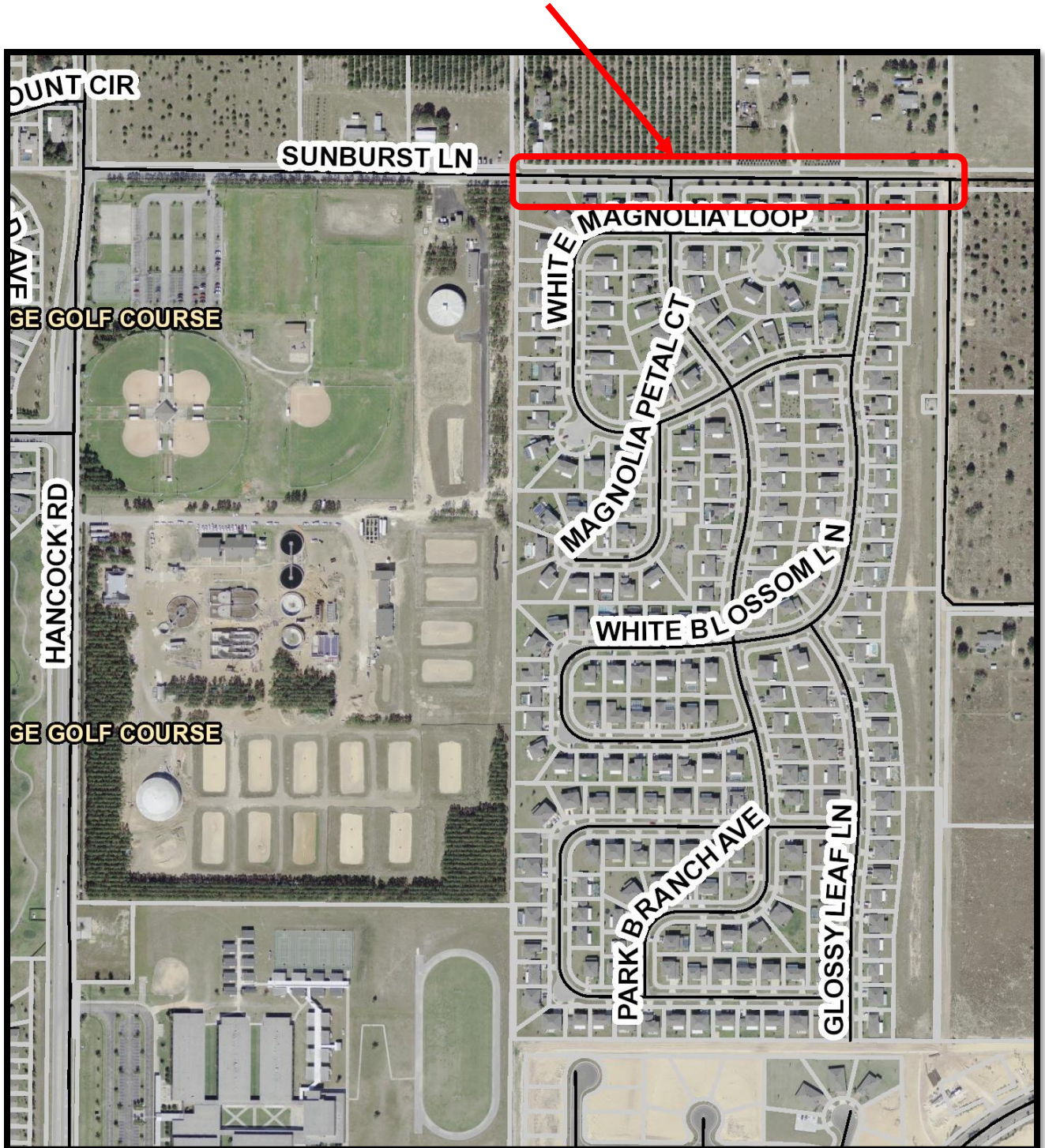
AGENDA ITEM

Page 1 of 1

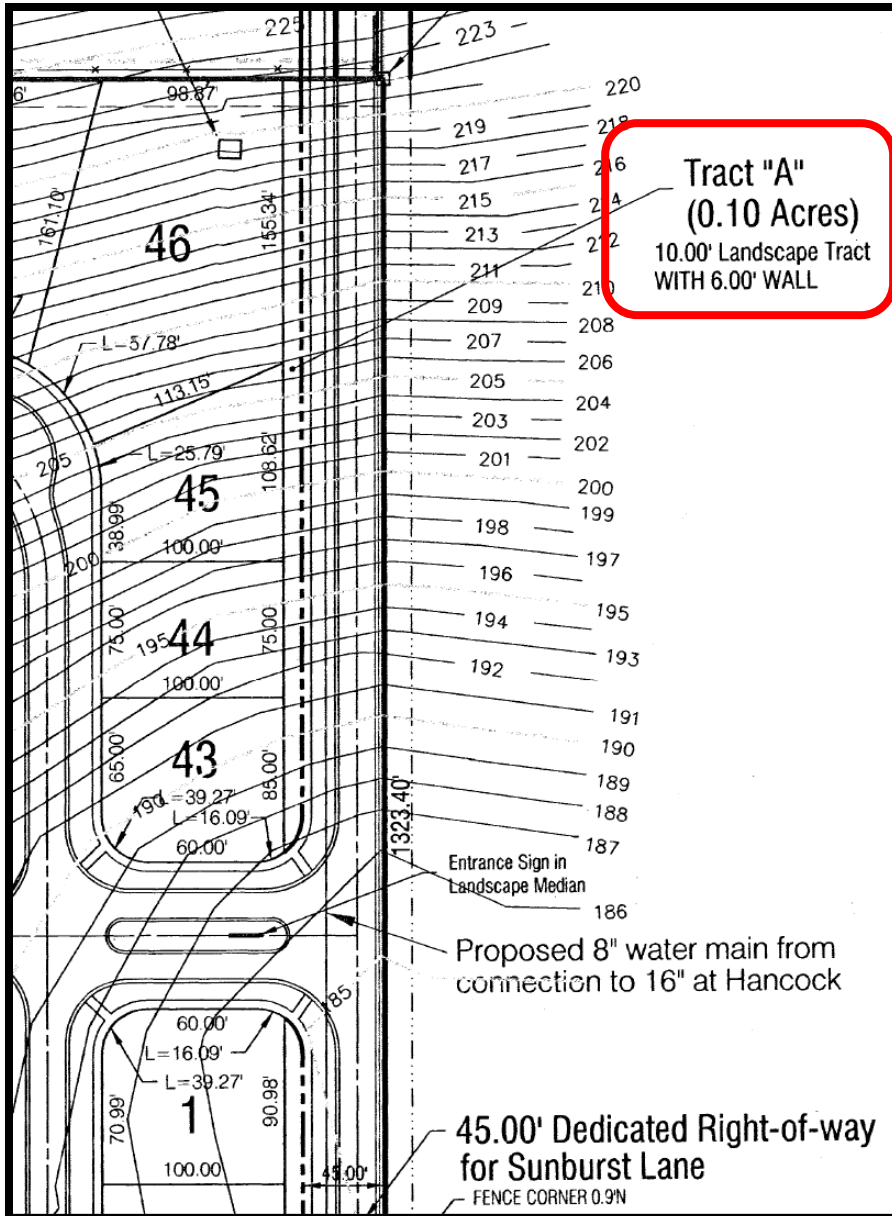
Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Variance Request <i>Magnolia Park</i>		
Requested Action		
Recommend denial of variance request.		
Staff Report		
The applicant, Sentry Management, is requesting the following variance to the land development code (LDC): (1) To allow for the elimination of trees in the landscape buffer along rights-of-way as required by the LDC, Section 118-37 Sentry Management is the homeowners association (HOA) management company in charge of the common areas at the Magnolia Park subdivision. The subdivision was approved in late 2000 with homes starting construction in 2003. The landscaping along Sunburst Lane consists of a 10-foot-wide landscape buffer which includes a 6-foot-high brick wall, shrubs and trees. The applicant has stated that the trees were improperly planted and damage is occurring to the brick wall at the cost of \$60,000 in repairs to the HOA. The City has also incurred damage from these trees to the sidewalk, which the City has recently repaired or replaced. The HOA would like to remove the trees and replant them in the subdivision's common areas to avoid this issue from continuing. Understory trees may be an option for a replacement along the wall, and canopy trees are appropriate in the common areas. Section 86-174 of the LDC requires a positive finding on eight criteria in order to grant a variance, and staff believes that one of the eight do not meet these findings. Therefore, staff recommends denial of the variance.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Exhibits	Magnolia Park Tree Variance Exhibits.pdf	
2. Review criteria	Magnolia Park Tree Review Criteria.docx	
3. Application	Application.pdf	
4. Legal ad	VAR Legal AD Magnolia Park HOA.docx	

Magnolia Park HOA Tree Variance

- 1) To allow for the elimination of trees in the landscape buffer along rights-of-way



Magnolia Park HOA Tree Variance



PRELIMINARY PLAT

MAGNOLIA PARK
LAKE COUNTY, FLORIDA

NOV 2

DATE

Magnolia Park HOA Tree Variance



Magnolia Park Subdivision Tree Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: Per Lake County Forestry – all trees along the wall where installed with the basket still attached, which has stunned root growth and caused circular growth. This in turn has created a root ball that tends to topple in a storm.

Staff comments: When the subdivision was constructed, a 10-foot landscape buffer was installed. The landscape buffer included trees, shrubs, and a brick wall. The typical landscape buffer according to Land Development Code would require a 15-foot landscape buffer, which gives sufficient room for trees, shrubs, and the wall. The 10-foot buffer is too restrictive for the trees, the wall and the City’s sidewalk to co-exist without damage.

Positive finding

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

Staff comments: The HOA does have an interest in the property. However, they did not create the problem with the trees.

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: No

Staff comments: Literal interpretation of the code would require a 15-foot landscape buffer. An undue hardship would be placed upon the HOA to acquire the additional 5 feet to make the landscape buffer width sufficient for replanting the trees.

Positive finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: It is to prevent unnecessary liability to property and persons.

Staff comments: No evidence of decreased costs due to the variance request if the trees are relocated to other areas in the development.

Positive finding

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

Applicant response: N/A

Staff comments: The applicant's request for the variance seems to be the minimum variance necessary to make the reasonable use of the existing landscape buffer while maintaining the wall and sidewalk integrity.

Positive finding

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

Applicant response: Unknown

Staff comments: The City Council has granted similar variance requests in the past. The elimination or reduction of landscape buffers have occurred.

Positive finding

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

Applicant response: Agree to statement

Staff comments: The proposed variance does not seem to substantially diminish property values or alter the essential character of the area.

Positive finding

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

Applicant response: Agree

Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare. The City's sidewalks along Sunburst Lane have been impacted from the trees and leaving them will be an ongoing maintenance issue with the City.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **one** of the eight do not meet these findings. Therefore, staff recommends **denial** of the variance requests by the applicant to the Clermont Land Development Code.



CITY OF CLERMONT
VARIANCE
Application

DATE: 12-22-2016

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): Magnolia Park of Lake County Homeowners Assoc.

APPLICANT: Magnolia Park HOA

CONTACT PERSON: Barbara Rights C/O Sentry Management

Address: 1645 E. Hwy. 50, Ste. 201

City: Clermont State: Florida Zip: 34711

Phone: 352-243-4595, x 59009 Fax: 352-243-4597

E-Mail: brights@sentrymgt.com

OWNER: Owners of Magnolia Park HOA

Address: Sunset Blvd

City: Clermont State: Florida Zip: 34711

Phone: 352-243-4595 Fax: 352-243-4597

Address of Subject Property: White Magnolia Lane, Magnolia Petal Court, Park Branch

General Location: East of Hancock, off Sunburst Lane

Legal Description (include copy of survey): Tax folio ID

03-23-26-1300 phase 1

03-23-26-1301 phase 2

03-23-26-1302 phase 3

Land Use (City verification required): single Hhome owners

Zoning (City verification required): R1



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
amounts of trees lining Sunburst Lane

What are you proposing to do that would require a variance and why? We would like to replant some trees in other locations within the property on common ground that will not create severe damage to the community brick wall and city sidewalk.

How does the Code create a hardship? Extensive brick wall damage has occurred due to restricted root growth area at an estimated cost of \$60,000.00 now and with that a large liability to the community, as well as the current trees being improperly planted.

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

Variance requested – subject and code section: Reduction in amount of trees required along the community on Sunburst Lane.

Sec. 86-174. Review criteria and findings.

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

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

Per Lake County Forestry - all trees along the wall where installed with the basket still attached which has stunted root growth and caused circular growth. This in turn has created a root ball that tends to topple in a storm.

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

N/A



CITY OF CLERMONT
VARIANCE

Application

Page 3

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

No

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

It is to prevent unnecessary liability to property and persons.

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

N/A

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

Unknown

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

Agree to statement



CITY OF CLERMONT
VARIANCE

Application

Page 4

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

Agree _____

On behalf of Magnolia Park HOA Barbara 
Applicant Name (print)

X Barbara Rights

Applicant Name (signature)

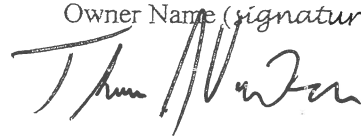
Signature required for Variance Form.
The undersigned hereby certifies that the information provided is true and correct.
Date: 04/10/12 at 10:40 AM

On behalf of the Board of Directors
Owner Name (print)

X Barbara Rights

Owner Name (signature)

Signature required for Variance Form.
The undersigned hereby certifies that the information provided is true and correct.
Date: 04/10/12 at 10:40 AM

 Tom Van Dyke
Vice President

***** NOTICE *****

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

City of Clermont

Development Services Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL 34712-0219

(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for the elimination of trees in the landscape buffer along rights-of-way as required by the Land Development Code, Section 118-37 at the following location:

LOCATION:

Magnolia Park Subdivision
particularly along Sunburst Lane
(Alt. Key 3810773, 3810774, 3810775, 3820189, 3828217)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, February 14, 2017 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 7, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-10 <i>Introduction</i> <i>Lake Shore Drive</i>		
Requested Action		
Consider introduction of Ordinance 2017-10.		
Staff Report		
The applicants, Josef and Weena Trapp, are requesting the right-of-way (ROW) vacation of the unimproved portion of Lake Shore Drive abutting lots 11-18 along Lake Minneola. The requested portion borders their property as well as the lots owned by Bruce and Janine Campbell (1138 Lake Minneola Drive) and Kathy Wright (1132 Lake Minneola Drive). The plat is from 1926. The ROW has not been improved and access to the lots is through an existing driveway. Staff is unable to support the request because vacating the ROW leaves no legal access to the lots. In addition, when the lots are transferred to another property owner in the future, not preserving a legal access point could be problematic. Therefore, staff recommends denial of the ROW vacation request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	2017-10 ROW closing.doc
2.	Aerial	Trapp ROW Drawing 12_12_16.pdf
3.	Plat	Lake Shore Drive ROW Map.pdf
4.	Application	ROW closing application.pdf
5.	Legal ad	Lake Shore Drive ROW legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 40 FOOT RIGHT-OF-WAY OF LAKE SHORE DRIVE LYING NORTH OF LOTS 11 THRU 18, BLOCK 117, AS RECORDED IN THE PLAT OF JOHNSON'S REPLAT PLAT BOOK 8 PAGE 71 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 40-foot wide right-of-way easement of Lake Shore Drive lying north of lots 11 thru 18, Block 117, as recorded in the plat of Johnson's Replat Plat Book 8 Page 71 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.

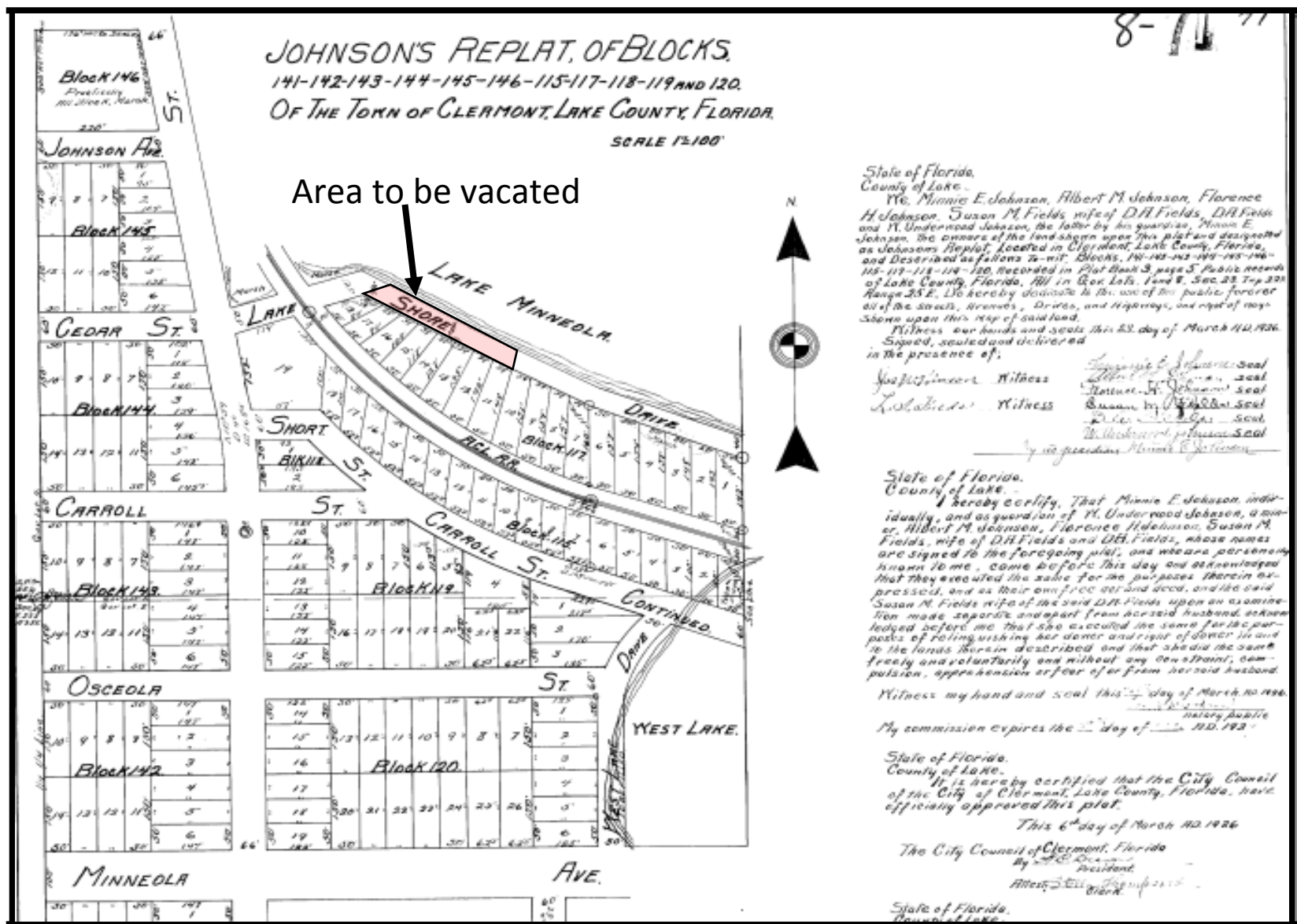
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

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.

CITY OF CLERMONT
ORDINANCE No. 2017-10

Lake Shore Drive ROW Request



CITY OF CLERMONT
ORDINANCE No. 2017-10

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of February, 2017.

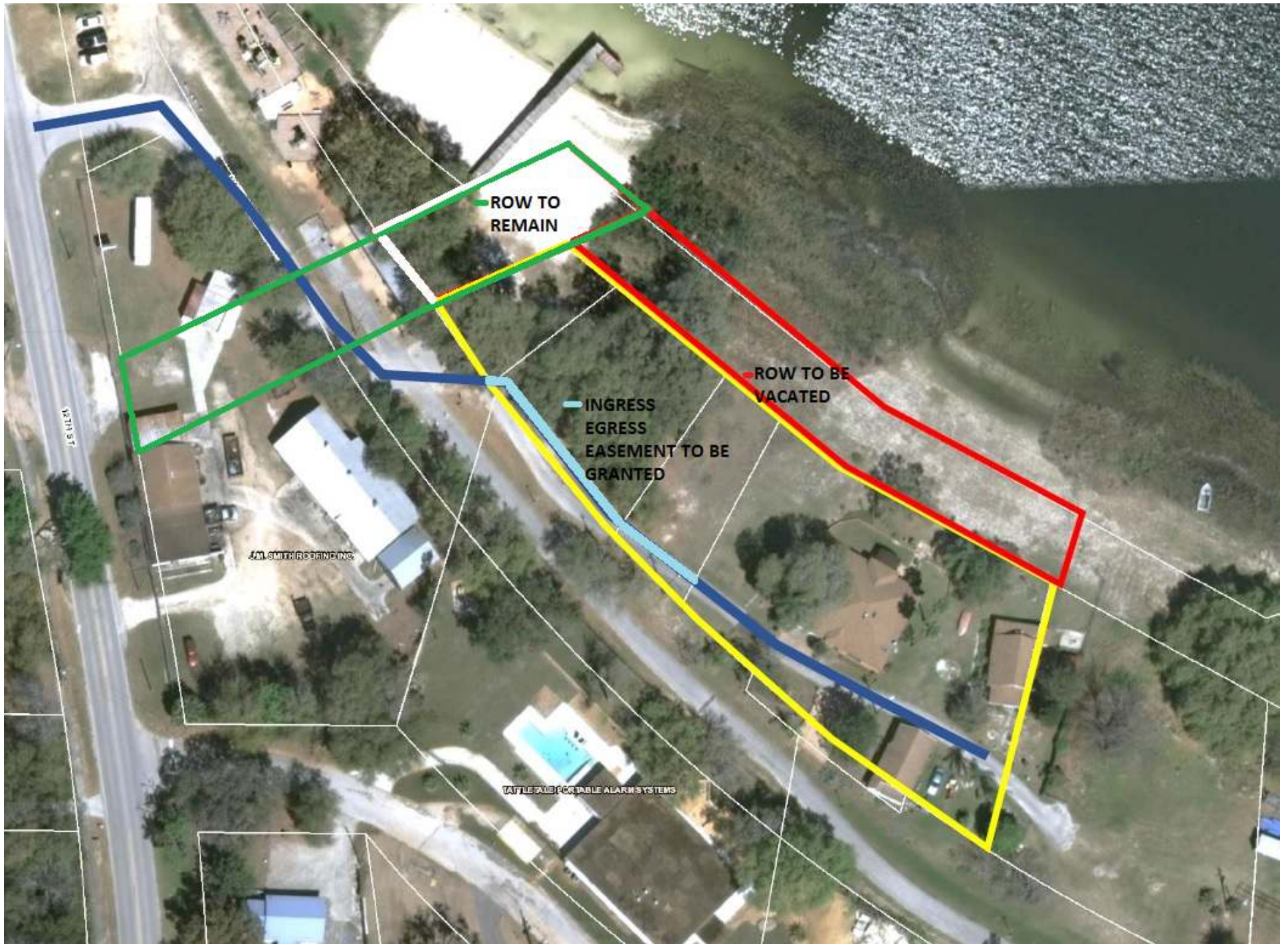
Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



ROW TO
REMAIN

ROW TO BE
VACATED

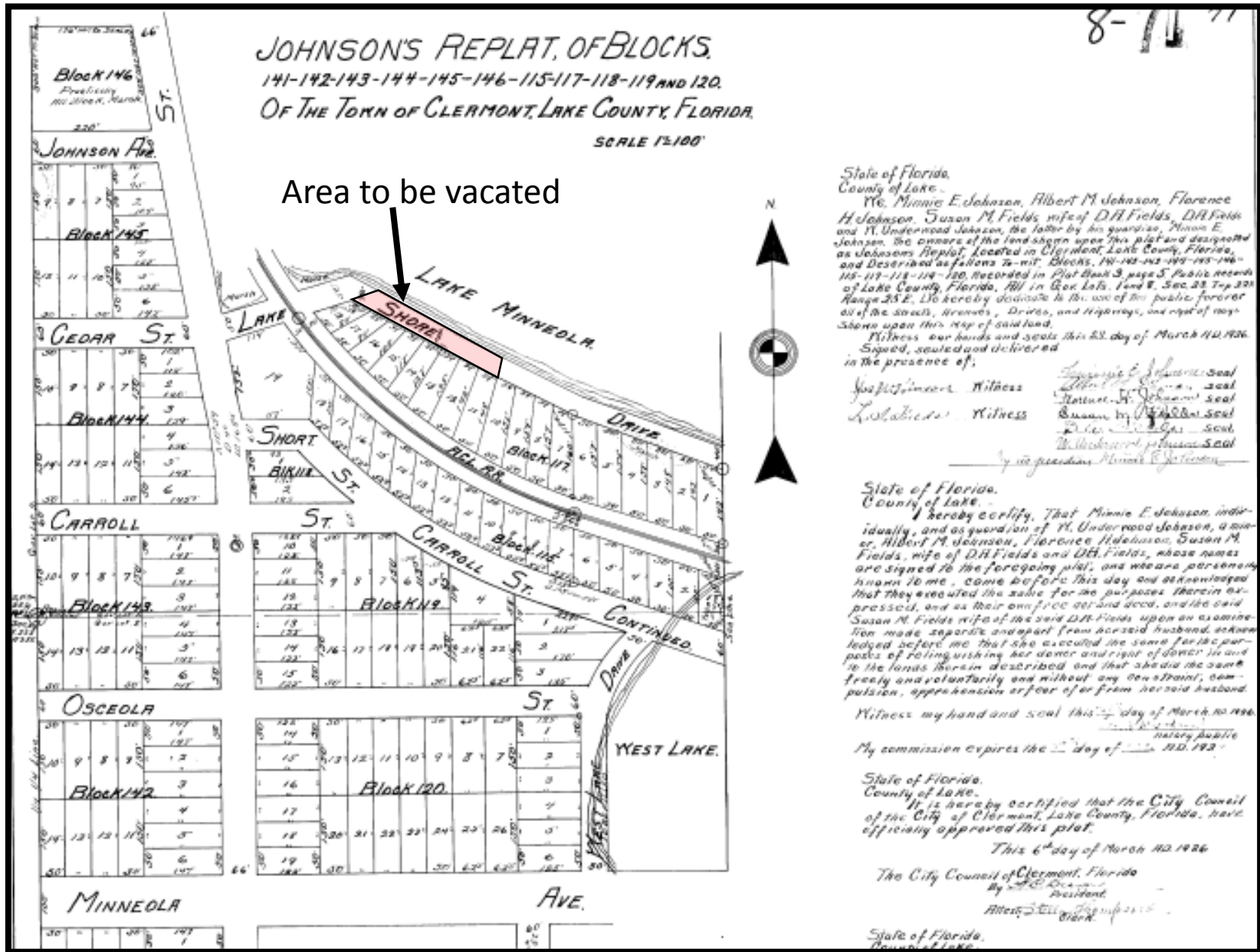
INGRESS
EGRESS
EASEMENT TO BE
GRANTED

12TH ST

JALAMITH HOLDINGS

TATTLE TALE PORTABLE ALARM SYSTEMS

Lake Shore Drive ROW Request



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

DATE: December 19, 2016

PETITIONERS NAME: Josef & Weena Trapp

PHONE # 407-823-9642

ADDRESS: 436 Short Pine Circle Orlando, Florida 32807

LEGAL DESCRIPTION OF PETITIONERS PROPERTY ABUTTING STREET TO BE

CLOSED: CLERMONT, JOHNSON'S REPLAT LOTS 11, 12, 13, 14, BLK 117 PB 8, PG 71, ORB 2548 PG 248 AND LOT 15 BLK 117 PB 8 PG 71, ORB 2633 PG 2110 AND LOTS 16, 17, 18 BLK 117 PB 8 PG 71, ORB 2632 PG 631

IF NAMED - NAME OF STREET TO BE CLOSED: Lake Shore Drive (not improved or used)

LEGAL DESCRIPTION OF PORTION TO BE CLOSED (FROM - TO): _____

Road easement of Lake Shore Drive which borders north side of JOHNSON'S REPLAT LOT JOHNSON'S REPLAT LOTS 11, 12, 13, 14, BLK 117 PB 8, PG 71, ORB 2548 PG 248 AND LOT 15 BLK 117 PB 8 PG 71, ORB 2633 PG 2110 AND LOTS 16, 17, 18 BLK 117 PB 8 PG 71, ORB 2632 PG 631

PURPOSE FOR CLOSING: Construction of new single family residence and establishing legal access to all property owners on established Lake Minneola Rd. Note that utilities as well as sanitation are all located under existing Lake Minneola Rd. In addition addressing has been established based on the existing Lake Minneola Rd. Therefore no change to addresses will be required for the property owners. We, Weena and Josef Trapp as well as Mr. Bruce Campbell will record an Ingress Egress Easement across our properties to provide legal access to Ms. Kathy Wright's property as shown in attached drawing.

Any person requesting a Right-of-way or Easement Closing shall file a complete application in the office of the Director of Planning forty-five (45) days prior to the final hearing date of the City Council. A Right-of-way or Easement Closing requires two readings by the City Council. The City Council meetings are held the second and forth Tuesday of every month.

All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. The applicant must supply fifteen (15) copies of the application and supplemental materials.

The petitioner shall furnish the following information to accompany this application:

1. A plot plan showing the location of that portion of the right-of-way or easement requested to be closed and permanently abandoned. (A survey of the property and right-of-way or easement involved may be deemed necessary by the City Council or the City Attorney).

2. A fee of \$25.00.

Josef Trapp
Weena Trapp

Josef Trapp
Weena Trapp

Signature of Petitioner

Name of Petitioner (please print)

Josef Trapp

From: Kathy Wright <kathyewright@hotmail.com>
Sent: Saturday, December 24, 2016 11:17 PM
To: Josef Trapp
Subject: Re: Vacating ROW Lake Shore Drive Clermont

I am in support of vacating the ROW abutting my property located at 1132 Lake Minneola Drive located in Clermont, Florida.

Thanks.
Kathy Wright

On Dec 21, 2016, at 5:43 PM, Josef Trapp <joseftrapp@gmail.com> wrote:

Hi Kathy,

I wanted to follow up with you on our conversation. I am forwarding the email below that Bruce Campbell wrote to include with the petition application. Could you please send your email soon, so that we can make the deadline before the filing fee increases to \$1000. I have attached the updated petition which now includes all of our legal descriptions. We are looking forward to hear from you.

Wishing you and your family a Merry Christmas and a Happy New Year.

Thank you,

Josef and Weena Trapp
436 Short Pine Circle
Orlando, FL 32807
JosefTrapp@gmail.com
Cell 407-963-4902

From: Bruce Campbell [<mailto:campbellbc42@yahoo.com>]
Sent: Wednesday, December 21, 2016 3:23 PM
To: Josef Trapp
Subject: vacating ROW Lake Shore Drive Clermont

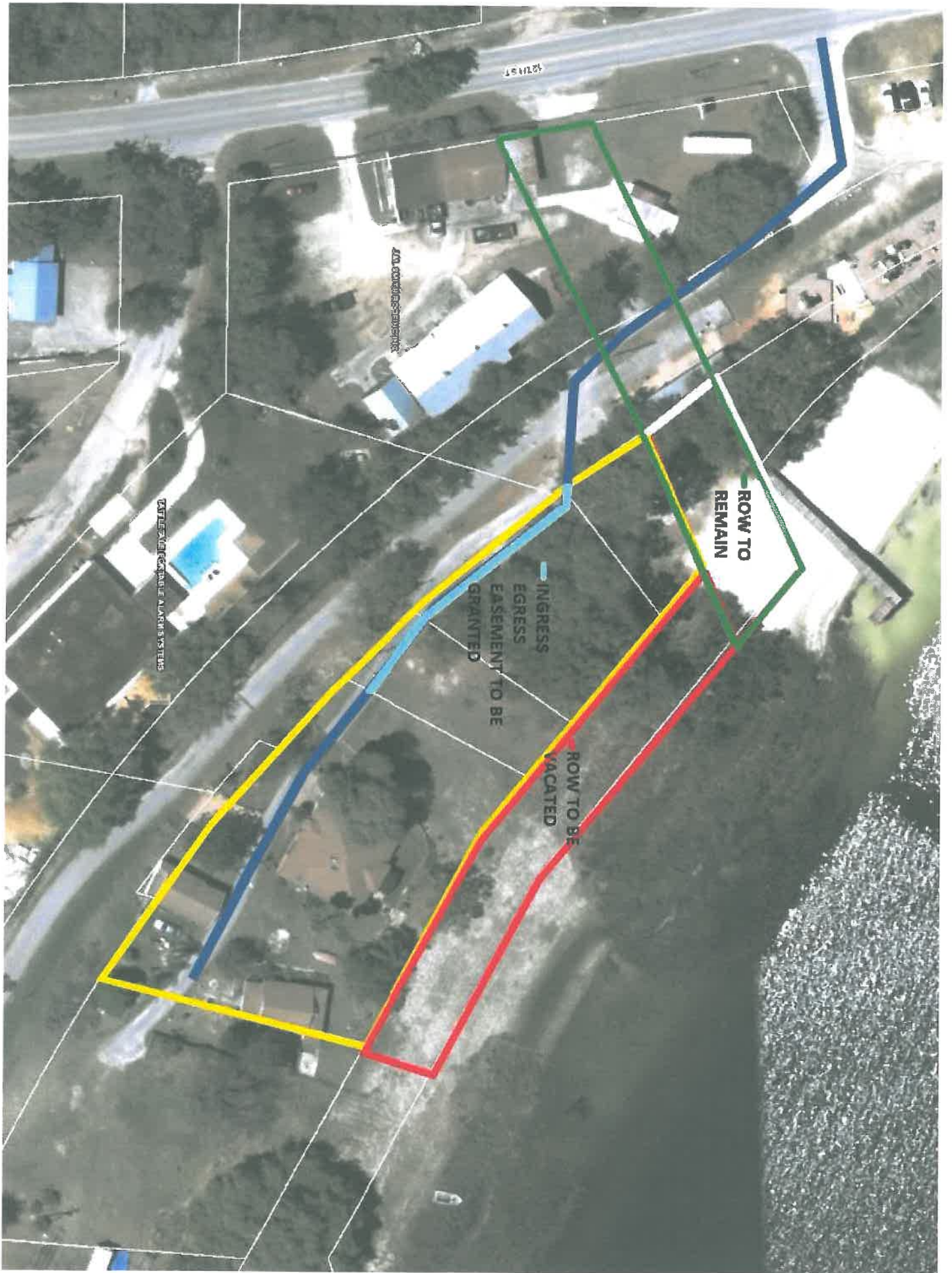
12/21/2016

We (Bruce and Janine Campbell) support vacating the ROW abutting our property at 1138 Lake Minneola Drive in Clermont FL. Legal description: CLERMONT, JOHNSON'S REPLAT LOT 15 BLK 117 PB 8 PG 710RB 2633 PG 2110 We will also record an Ingress Egress easement across our property to provide legal access to Ms. Kathy Wright's property.

Bruce Campbell
Janine Campbell

<Clermont Petition 12_19_16.pdf>

<Trapp ROW Drawing 12_12_16.pdf>



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, February 28, 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. 2017-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE 40 FOOT RIGHT OF WAY OF LAKE SHORE DRIVE LYING NORTH OF LOTS 11 THRU 18, BLK 117, AS RECORDED IN THE PLAT OF JOHNSON'S REPLAT PLAT BOOK 8 PAGE 71 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 Development Services Department, 685 W. Montrose Street, Clermont, Florida, Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m.

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, February 14, 2017											
Agenda Item Name											
Ordinance No. 2017-11 <i>Introduction</i> <i>West Lake Small Scale Comprehensive Plan Amendment</i>											
Requested Action											
Recommend introduction of Ordinance 2017-11.											
Staff Report											
This administrative request is being heard concurrently with a request for a rezoning. The City is requesting a small-scale comprehensive plan amendment for City property located south of W. Minneola Avenue known as West Lake. The property is approximately one acre in size. The City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. The Downtown Mixed Use designation adjoins this property on three sides. Since this property is a part of the Victory Pointe project that will serve the downtown area, it is a logical extension of downtown. In addition, the change would promote the expansion of the Downtown Mixed Use future land use in the area. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Ordinance 2017-11</td><td>CPA Ord. 2017-11.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Maps.pdf</td></tr><tr><td>3.</td><td>Legal Ad</td><td>CPA West Lake legal ad.docx</td></tr></table>			1.	Ordinance 2017-11	CPA Ord. 2017-11.doc	2.	Maps	Maps.pdf	3.	Legal Ad	CPA West Lake legal ad.docx
1.	Ordinance 2017-11	CPA Ord. 2017-11.doc									
2.	Maps	Maps.pdf									
3.	Legal Ad	CPA West Lake legal ad.docx									

CITY OF CLERMONT
ORDINANCE No. 2017-11

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

That portion of West Lake lying south of W. Minneola Ave
Containing 1 +/- Acres

Alternate Key 3883583

CITY OF CLERMONT
ORDINANCE No. 2017-11

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM MEDIUM DENSITY RESIDENTIAL
TO DOWNTOWN MIXED USE

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.

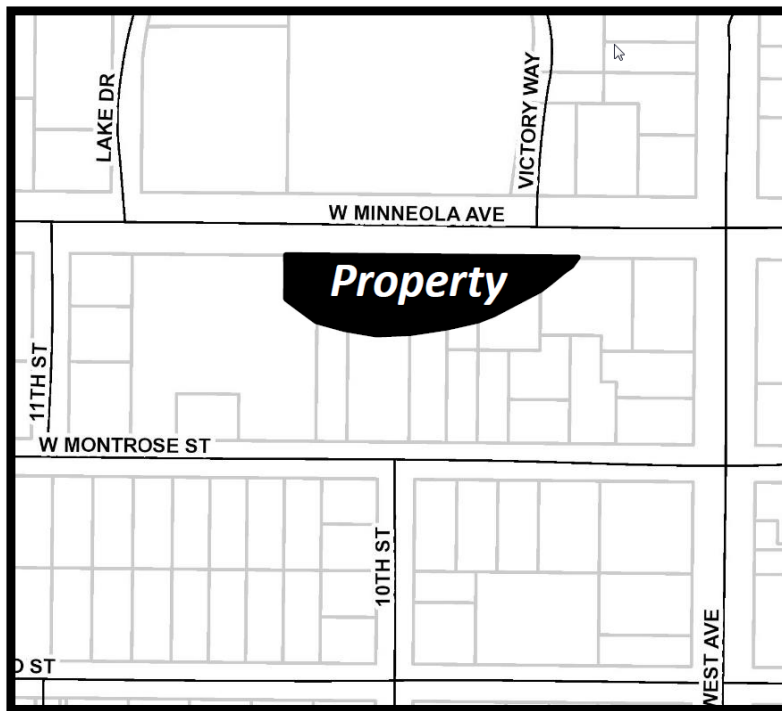
Section 3.

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th 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

Exhibit - Location Map – West Lake

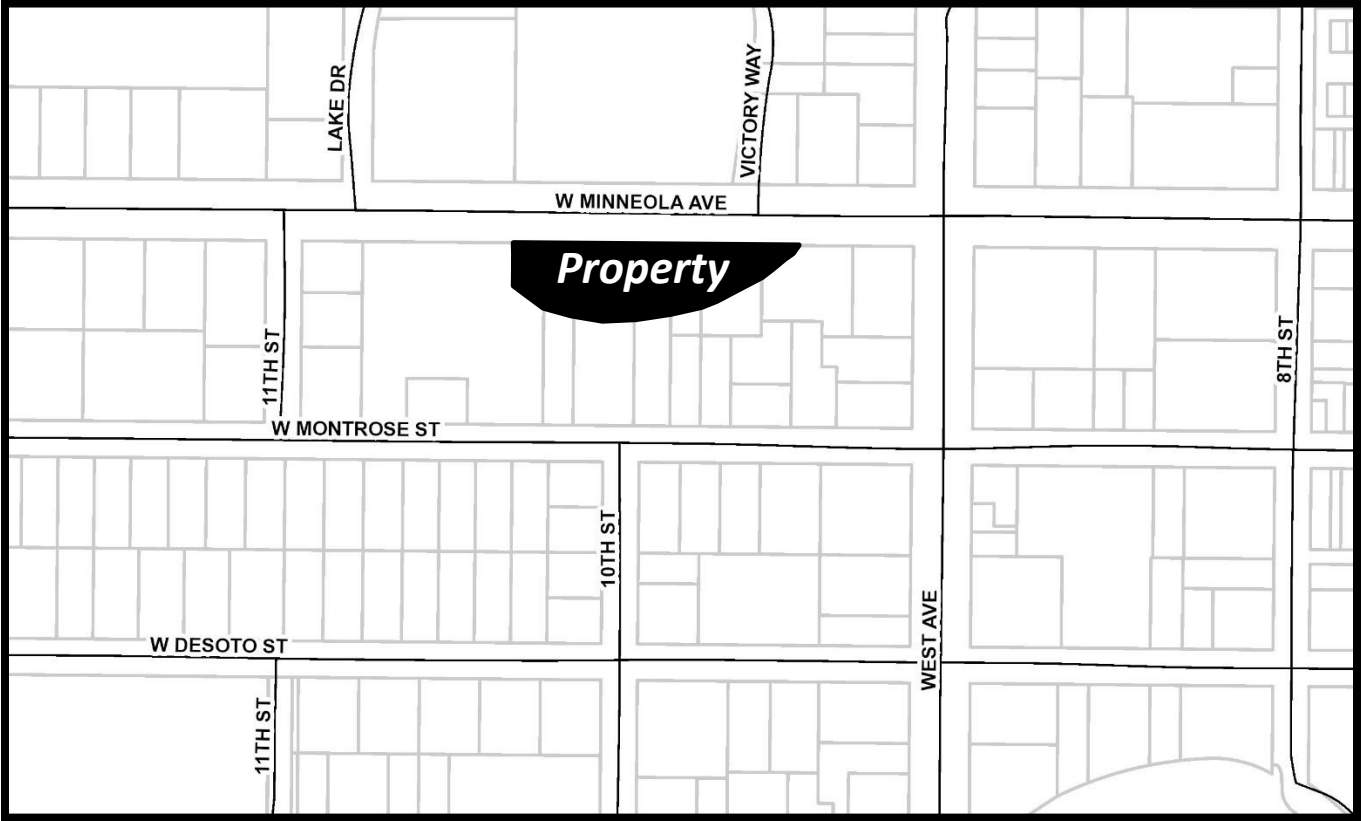


Exhibit – Future Land Use Map – West Lake

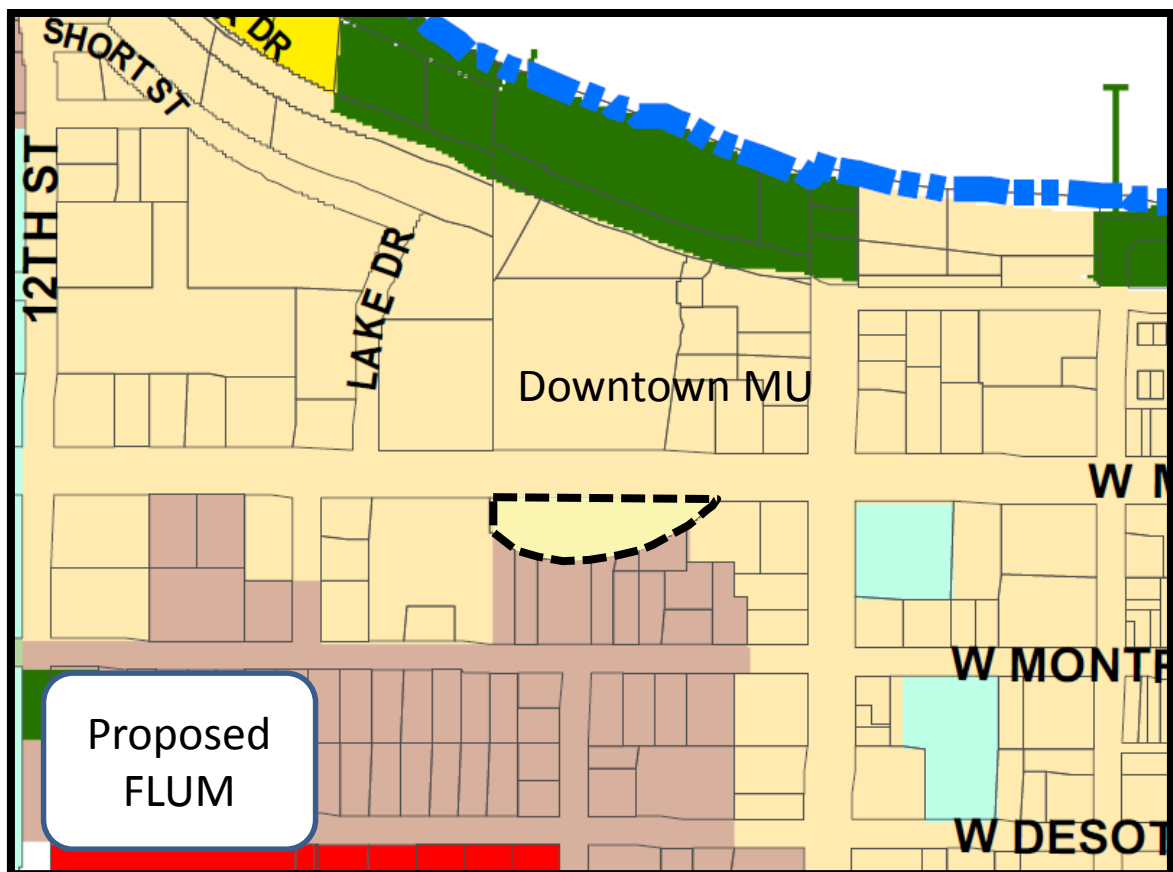
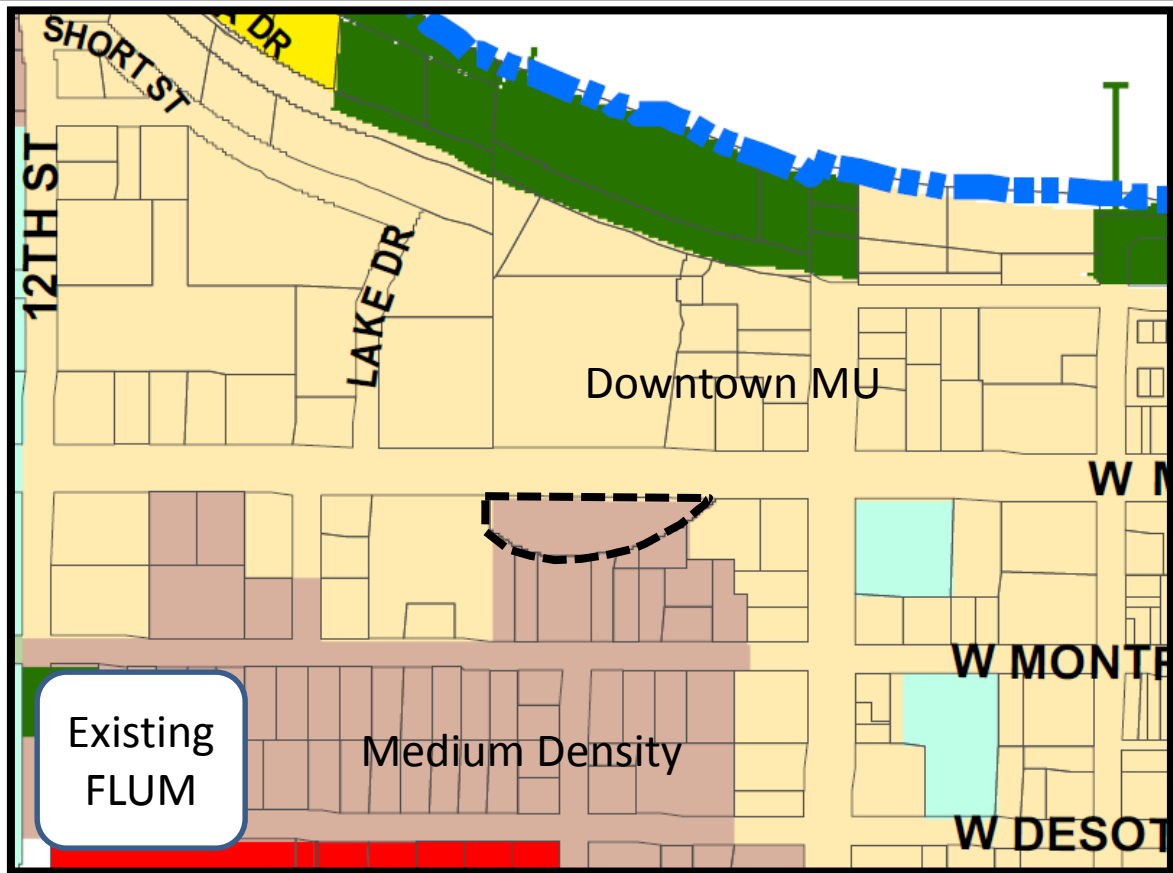


Exhibit – Zoning Map – West Lake



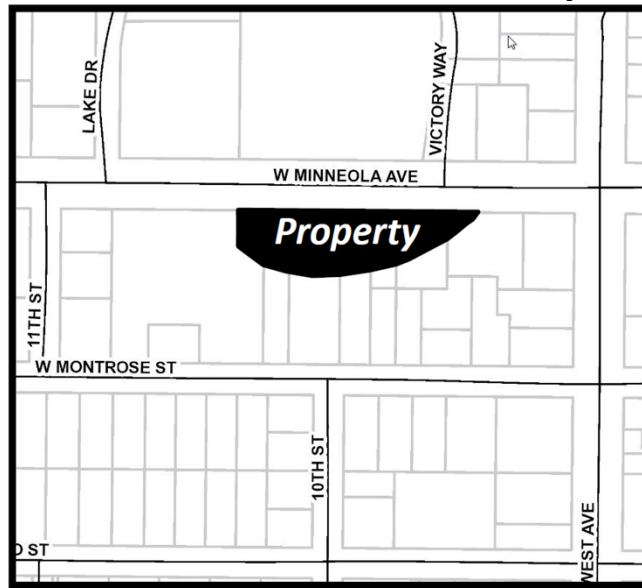
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-11

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, February 28, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 1 +/-acre parcel below from Medium Density Residential to Downtown Mixed Use. Alternate Key 3883583.



Location:
That portion of West Lake lying south of W. Minneola Ave

Ordinance #2017-11:

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

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
January 27 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-12 <i>Introduction</i> <i>West Lake Rezoning</i>		
Requested Action		
Recommend introduction of Ordinance 2017-12.		
Staff Report		
This administrative request is being heard concurrently with a request for a small-scale comprehensive plan amendment. The City is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately one acre in size, and the City is in the process of developing the property into Victory Pointe, the regional stormwater pond and park. The Central Business District adjoins this property on three sides. The Victory Pointe project would be permitted under Section 122-243 (5) of the land development code. The rezoning also promotes the expansion of the Central Business District in the area. Staff recommends approval of the rezoning to CBD Central Business District.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance 2017-12	REZ ORD 2017-12.doc	
2. Maps	Maps.pdf	
3. Legal Ad	REZ West Lake legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-12

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

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

SECTION 1:

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

LEGAL DESCRIPTION

That portion of West Lake lying south of W. Minneola Ave
Containing 1 +/- Acres
Alternate Key 3883583

FROM R-3 Residential/Professional
TO CBD Central Business District

SECTION 2:

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

SECTION 3:

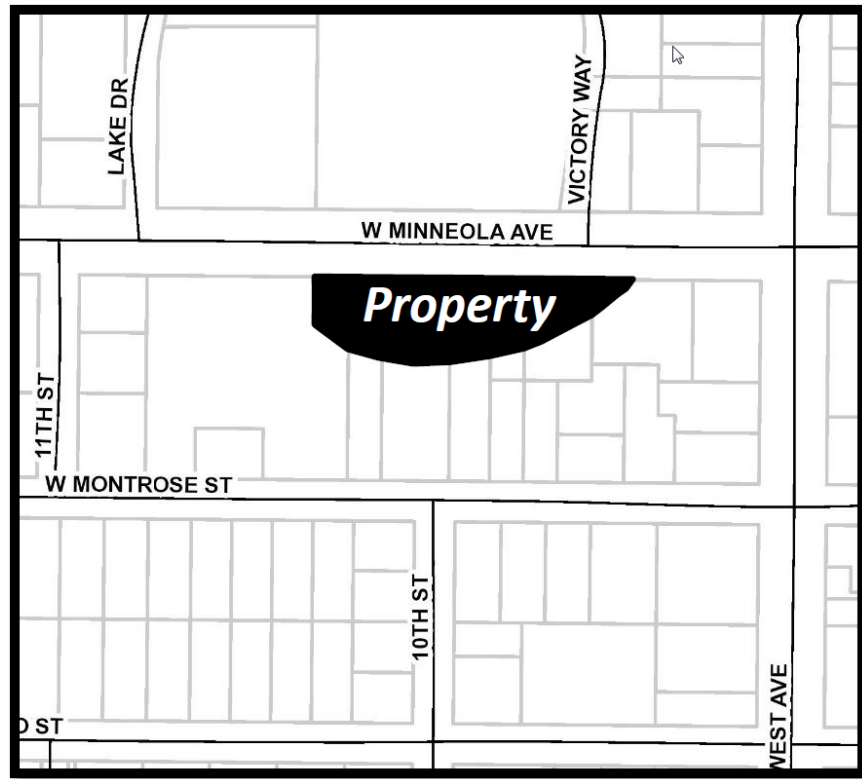
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2017-12

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-12

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th 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

Exhibit - Location Map – West Lake

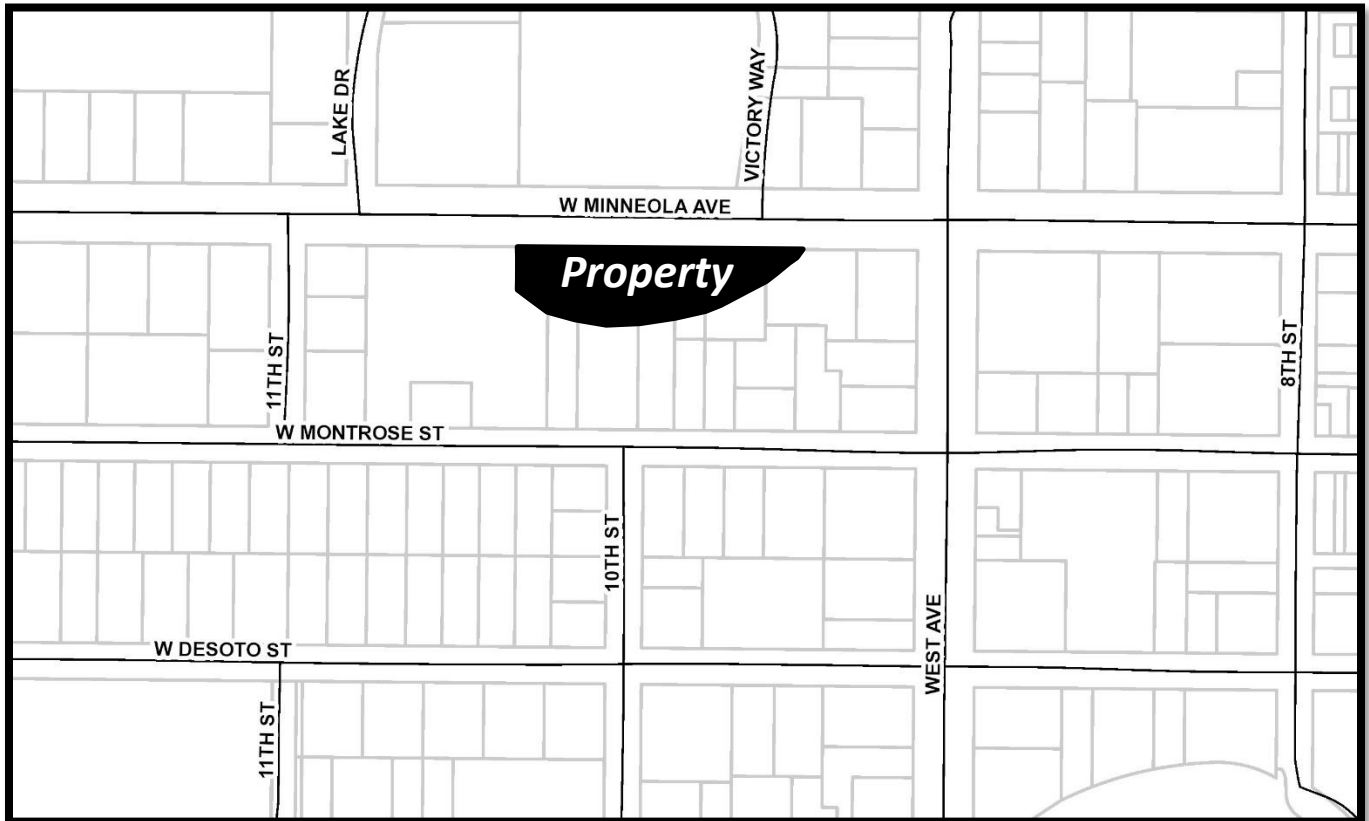


Exhibit – Future Land Use Map – West Lake

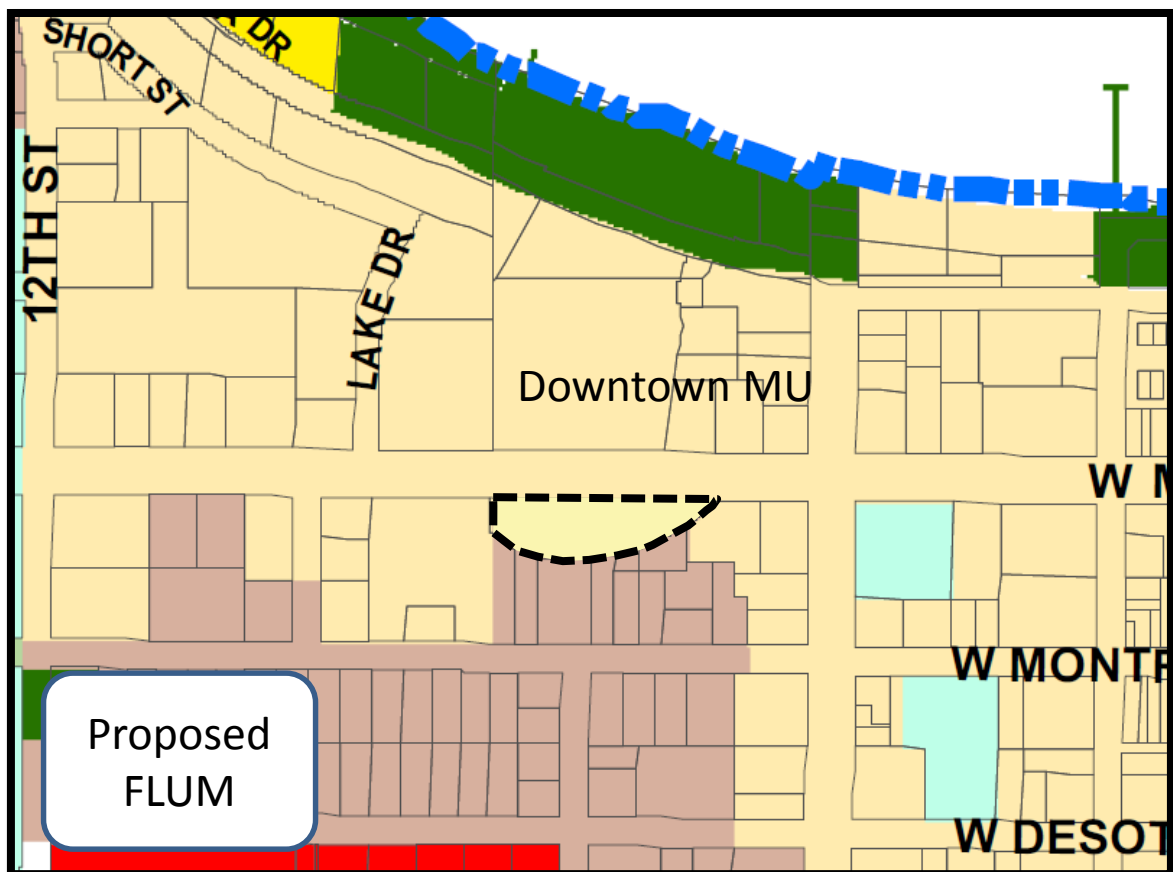
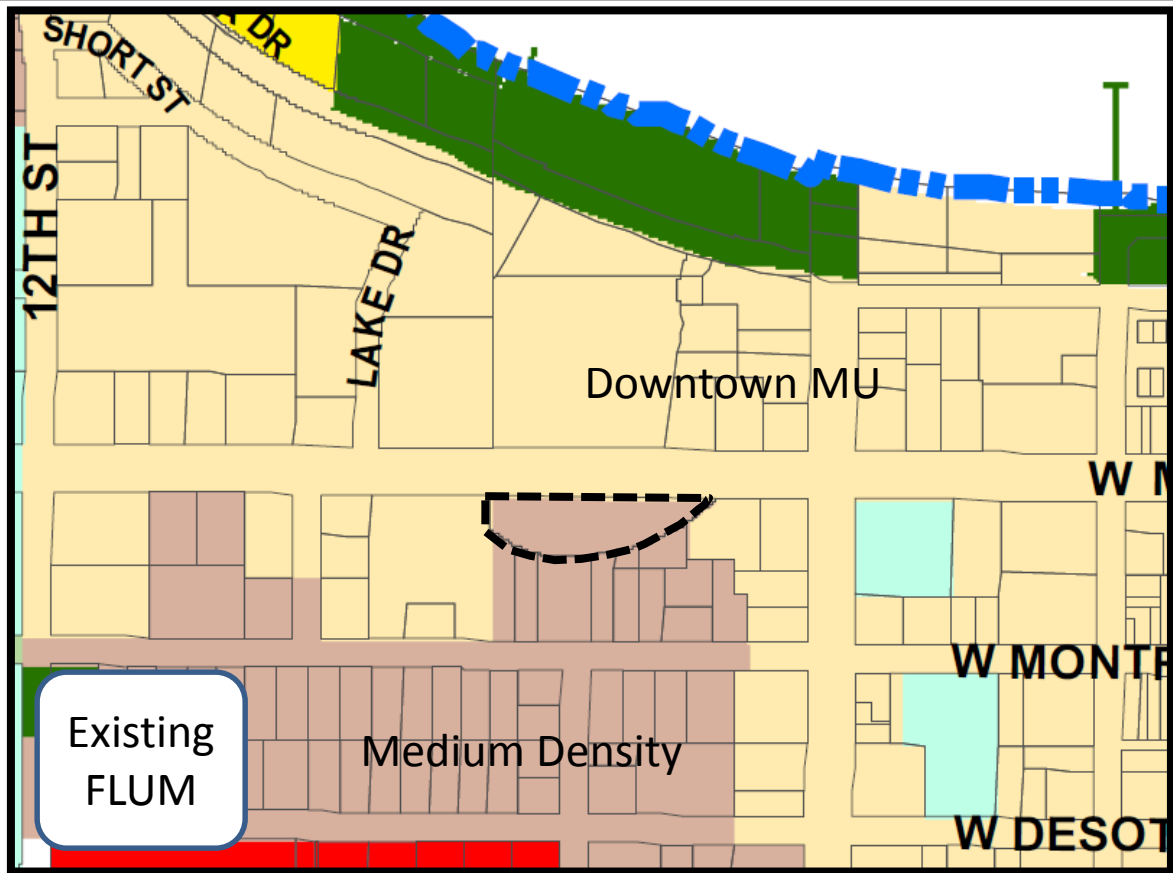


Exhibit – Zoning Map – West Lake



LEGAL NOTICE

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

ORDINANCE NO. 2017-12

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

LOCATION

That portion of West Lake lying south of W. Minneola Ave
Alternate Key 3883583

LEGAL DESCRIPTION

That portion of West Lake lying south of W. Minneola Ave
Containing 1 +/- Acres

FROM R-3 Residential/Professional
TO CBD Central Business District

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, February 14, 2017														
Agenda Item Name														
Ordinance No. 2017-13 <i>Introduction</i> <i>Victory Pointe, LLC Small-Scale Comprehensive Plan Amendment</i>														
Requested Action														
Recommend introduction of Ordinance 2017-13.														
Staff Report														
This request is being heard concurrently with a request for a rezoning. The applicant, Paul Gaynor, is requesting a small-scale comprehensive plan amendment to develop the subject property, located south of West Lake and north of 10th Street. The property is currently vacant and is approximately a half acre in size. The small-scale comprehensive plan amendment would change the future land use from Medium Density Residential to the Downtown Mixed Use designation. This property adjoins the City's West Lake property and would be a continuation of the Downtown Mixed Use district. This property will be adjacent to Victory Pointe, the City's regional stormwater pond and park. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Medium Density Residential to Downtown Mixed Use.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance 2017-13</td><td>CPA Ord. 2017-13.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Victory Pointe LLC Maps.pdf</td></tr><tr><td>3.</td><td>CPA Application</td><td>CPA application.pdf</td></tr><tr><td>4.</td><td>Legal Ad</td><td>CPA Victory Pointe LLC legal ad.docx</td></tr></table>			1.	Ordinance 2017-13	CPA Ord. 2017-13.doc	2.	Maps	Victory Pointe LLC Maps.pdf	3.	CPA Application	CPA application.pdf	4.	Legal Ad	CPA Victory Pointe LLC legal ad.docx
1.	Ordinance 2017-13	CPA Ord. 2017-13.doc												
2.	Maps	Victory Pointe LLC Maps.pdf												
3.	CPA Application	CPA application.pdf												
4.	Legal Ad	CPA Victory Pointe LLC legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2017-13

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171) Less the East 10.00 feet of Tenth Street.

CITY OF CLERMONT
ORDINANCE No. 2017-13

Containing 0.432 +/- Acres
Alternate Key 1789419

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM MEDIUM DENSITY RESIDENTIAL
TO DOWNTOWN MIXED USE

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.

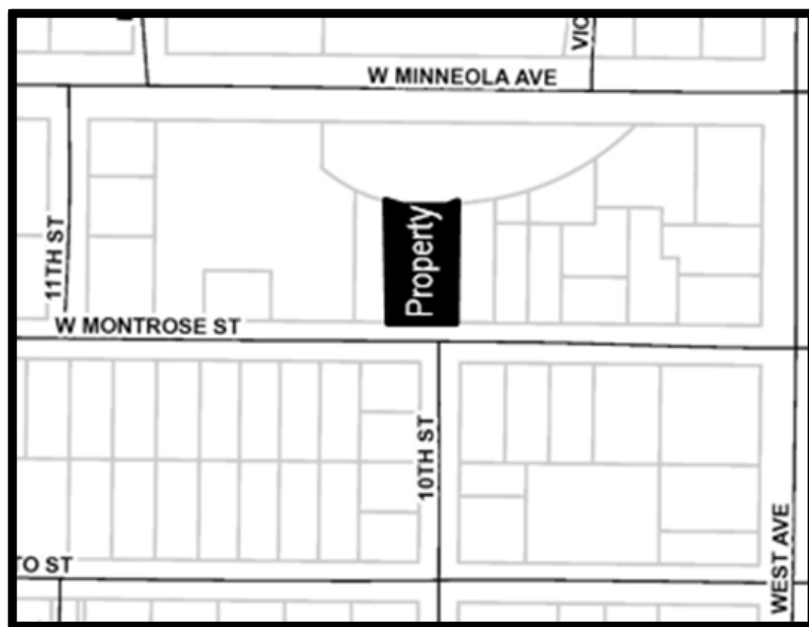
Section 3.

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-13

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th 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

Exhibit - Location Map – Victory Pointe LLC

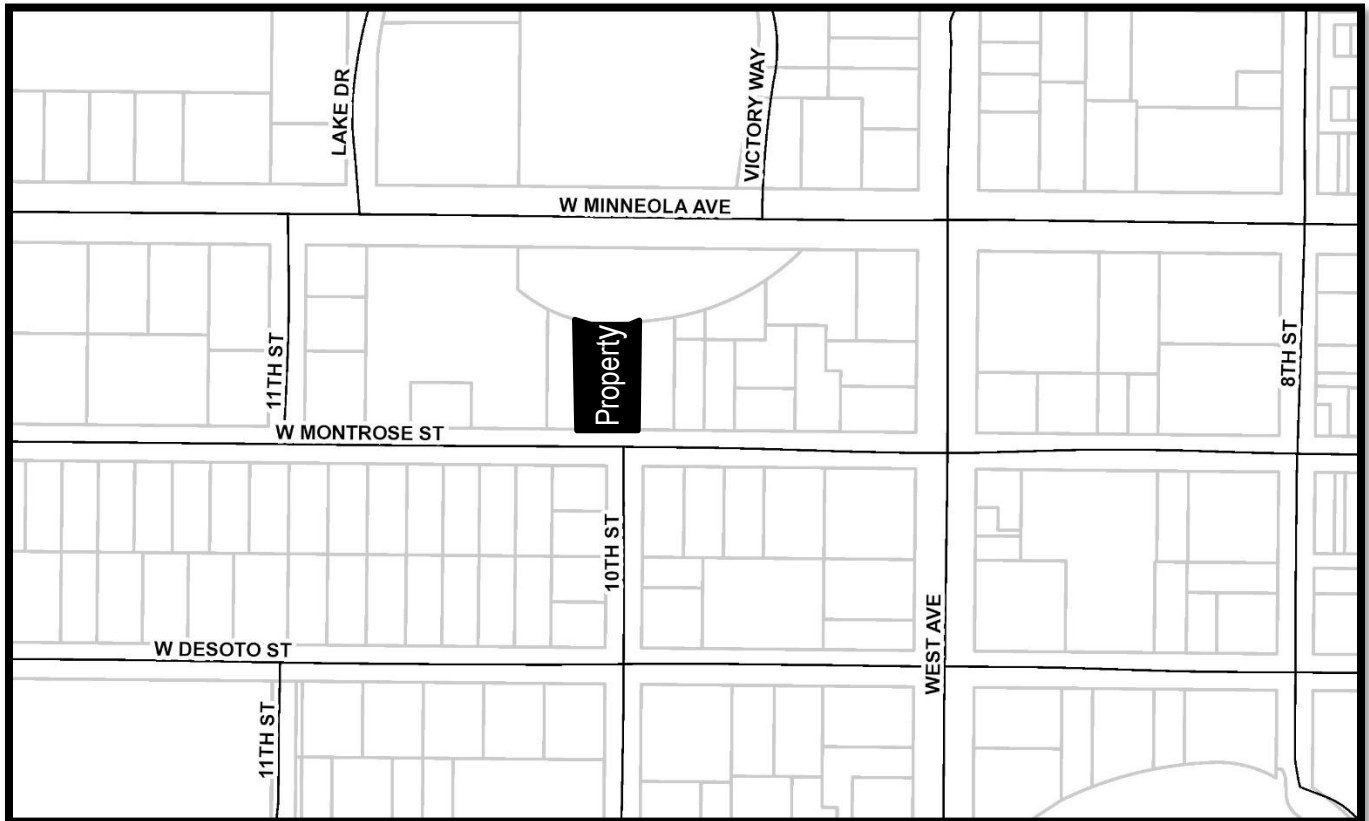


Exhibit – Future Land Use Map – Victory Pointe LLC

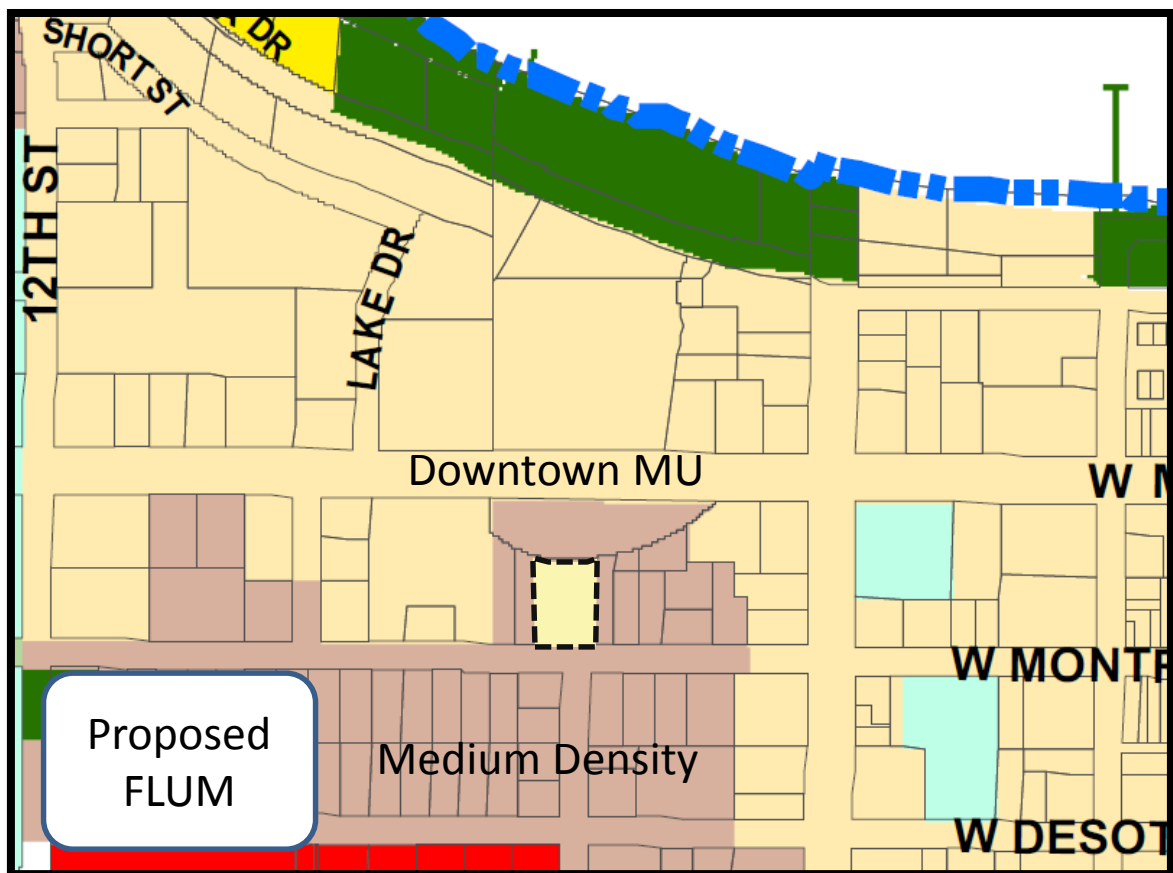
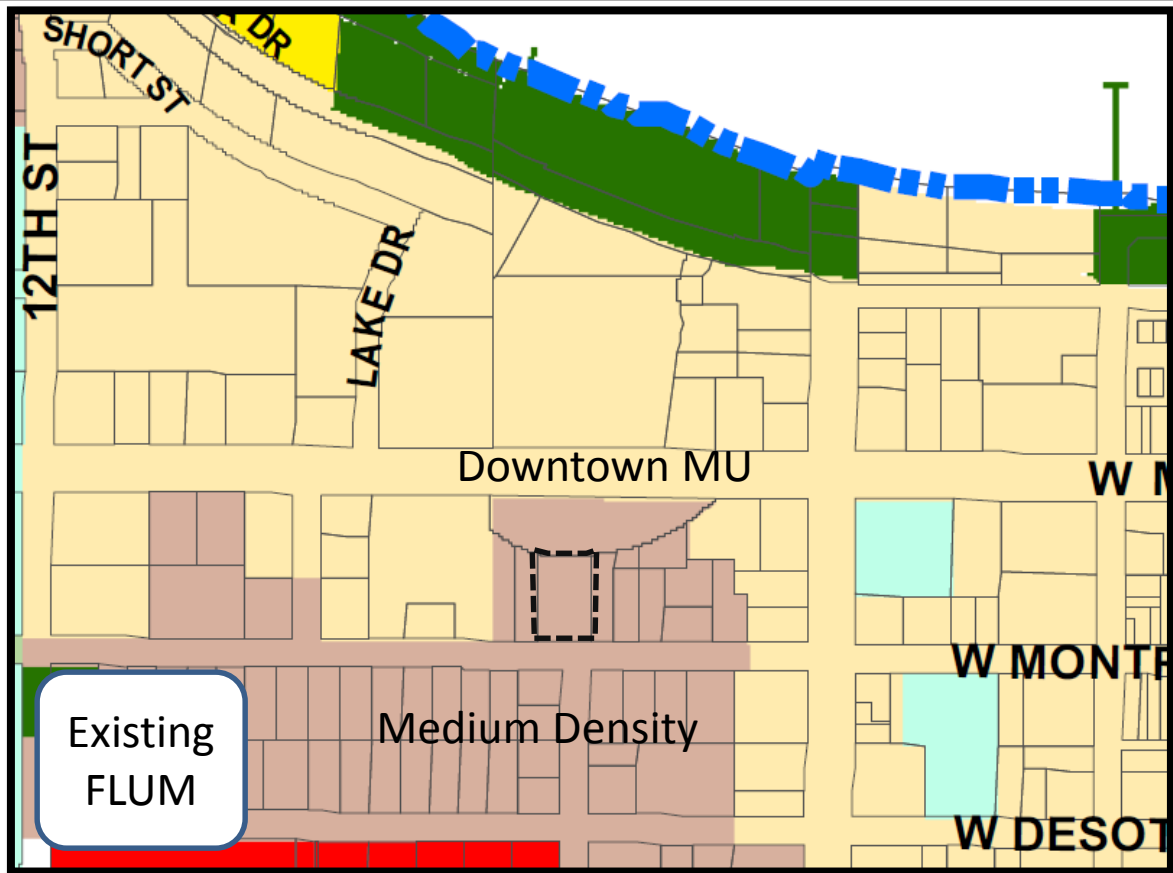


Exhibit – Zoning Map – Victory Pointe LLC





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 12/30/16

FEE: \$500

Project Name (if applicable): _____

Applicant: Paul Gaynor

Contact Person: Paul Gaynor

Address: 1200 Oakley Seaver Dr. Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

E-Mail: pgaynor@grattholdings.com

OWNER: Victory Pointe, LLC

Address: 1200 Oakley Seaver Dr. Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

E-Mail: pgaynor@grattholdings.com

General Location: W. Montrose St. and 10th St.

Legal Description (include copy of survey): Clermont lot 1 BIK 114
that part of tenth st lying E of lot
1 BIK 114 - LESS E 10 FT - PG 8 PG 17
ORB 4874 PG 488

Property size (in acres or square feet): 0.432

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

Existing (Actual) Land Use: ~~Medium Density Residential~~ Vacant

Existing Zoning: R-3

Existing Future Land Use: Medium Density Residential

Proposed Future Land Use: Downtown Mix Use

Type of development proposed: Build new custom, high end,
single family condos.



Proposed density (dwelling units/acre) or intensity: Maximum Downtown Mixed Use
Proposed Zoning District: CBD

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).

Utilizing vacant property around city
property as well as utilizing how close
the property is to the downtown area.

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



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Paul Gaynor, Victory Pointe, 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 Medium Density Residential to Downtown Mixed Use for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ 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.

Paul Gaynor

Affiant - Applicant Name (print)

X

[Signature]
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

Paul David Gaynor

or personally known by me this 30 day of December, 2016.

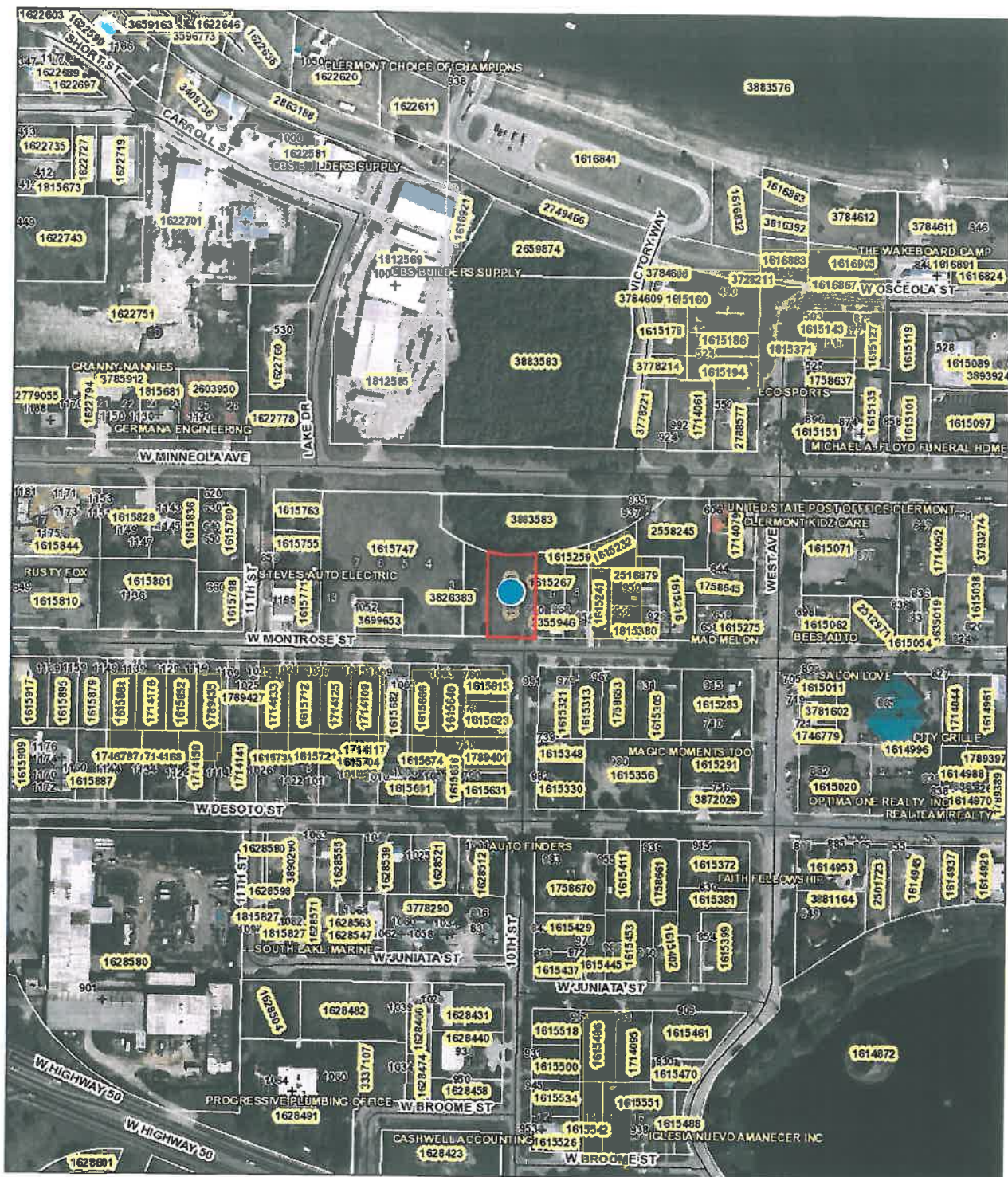
X

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:



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



December 30, 2016

pointLayer



Override 1

polygonLayer



Override 1



County Boundary



Street Names



Local Streets



Subdivision Lot Numbers



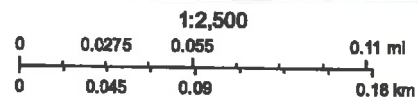
Address Locations

Property Name

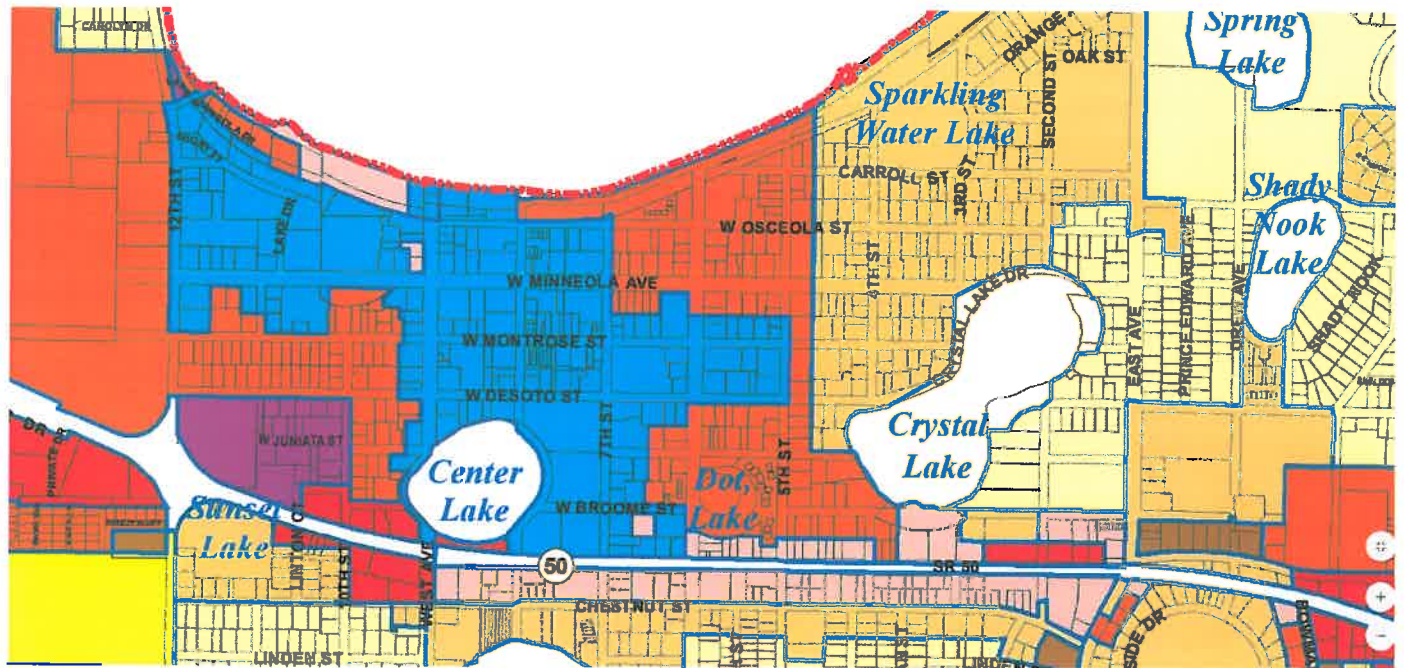
Tax Parcels Alternate Key

Tax Parcels

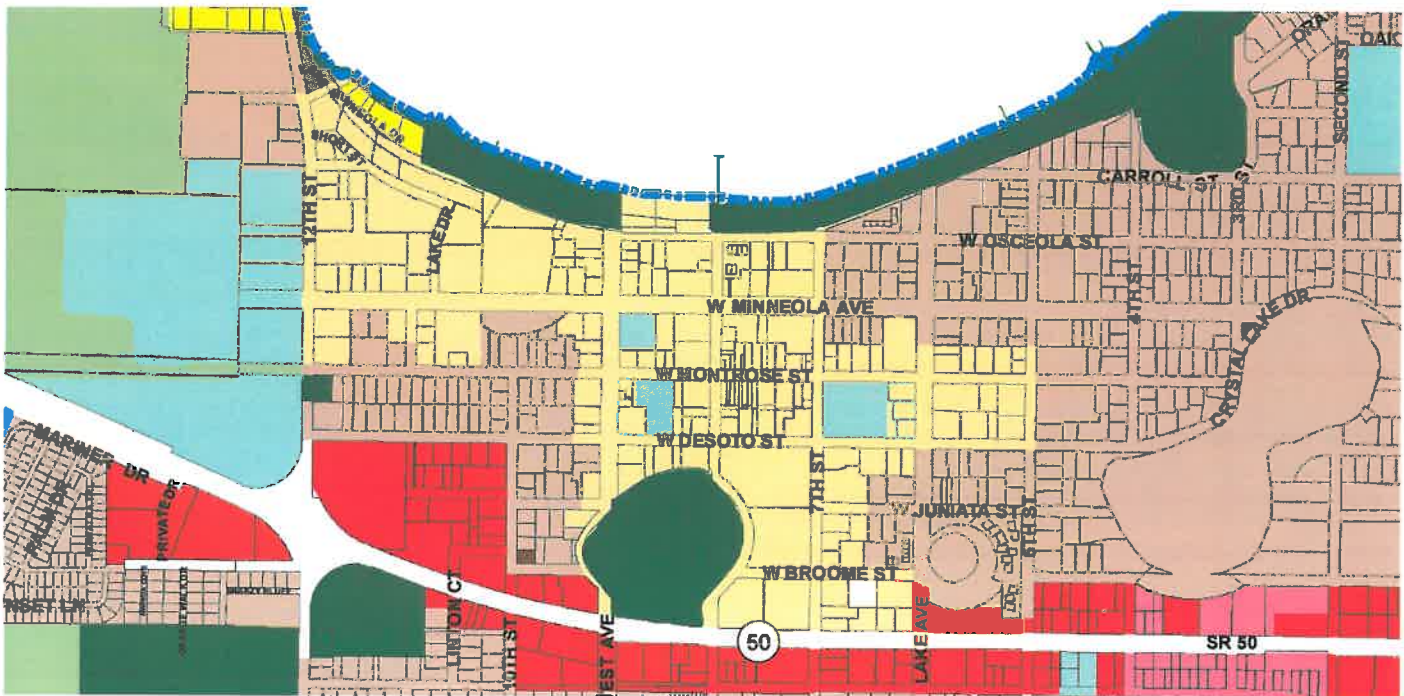
Surrounding Counties



Zoning: Change from R-3 to Central Business District (CBD)



Future Land Use: Change from Medium Density Residential to Downtown Mixed Use



PROPERTY RECORD CARD

General Information

Owner Name:	VICTORY POINTE LLC	Alternate Key:	1789419
Mailing Address:	1200 OAKLEY SEAVER DR STE 203 CLERMONT, FL 34711 Update Mailing Address	Parcel Number:	24-22-25-010011400100
		Millage Group and City:	00C1 (CLERMONT)
		Total Certified Millage Rate:	18.0915
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	--- Submit Property Name ⓘ
		School Locator:	School and Bus Map ⓘ
Property Description:	CLERMONT LOT 1 BLK 114, THAT PART OF TENTH ST LYING E OF LOT 1 BLK 114—LESS E 10 FT—PB 8 PG 17 ORB 4874 PG 488		

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT RESIDENTIAL (0000)	100	170		100	FF	\$0.00	\$18,683.00

Miscellaneous Improvements

There is no Improvement information to display.

Sales History

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
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4679 / 1544	9/11/2015	Warranty Deed	Unqualified	Vacant	\$15,000.00
4601 / 1995	3/18/2015	Quit Claim Deed	Multi-Parcel	Vacant	\$100.00
4546 / 2097	10/24/2014	Warranty Deed	Multi-Parcel	Vacant	\$70,000.00
4304 / 1243	3/20/2013	Warranty Deed	Multi-Parcel	Vacant	\$20,000.00
3966 / 898	10/25/2010	Warranty Deed	Multi-Parcel	Vacant	\$158,600.00
3470 / 959	7/5/2007	Quit Claim Deed	Multi-Parcel	Vacant	\$1.00



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Vicki Burns

At Home Title, LLC

211 N. Market Blvd., Suite B

Webster, Florida 33597

Property Appraisers Parcel Identification (Folio) Numbers:

2422250100-114-00100

Space Above This Line For Recording Data

THIS WARRANTY DEED, made the 2nd day of December, 2016 by CHARLES ELLRODT, herein called the grantor, to VICTORY POINTE, LLC, a Florida Limited Liability Company, whose post office address is 1200 Oakley Seaver Drive, Suite 203, Clermont, FL 34711, hereinafter called the Grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

Lots 1, Block 114, of Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, (as abandoned by Ordinance No. 112-M, City of Clermont, a copy of such ordinance being recorded in Official Records Book 654, Page 2171, Public Records of Lake County, Florida, LESS AND EXCEPT the East 10 feet thereof.

Subject to easements, restrictions and reservations of record and to taxes for the year 2017 and thereafter.

THE PROPERTY BEING CONVEYED HEREIN IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR. THE PROPERTY IS VACANT LAND.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Deanna A. Alaniz
Witness #1 Signature

Deanna A. Alaniz
Witness #1 Printed Name

Chris Alaniz
Witness #2 Signature

Chris Alaniz
Witness #2 Printed Name

Charles Ellrodt
CHARLES ELLRODT

16891 RIDGEWOOD AVE., MONTVERDE, FLORIDA
34756

STATE OF FLORIDA
COUNTY OF LAKE

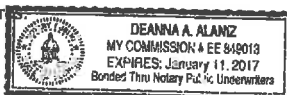
The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by CHARLES ELLRODT who is personally known to me or has produced Driver's License as identification.

SEAL

Deanna A. Alaniz
Notary Public

Deanna A. Alaniz
Printed Notary Name

My Commission Expires



Map of Boundary Survey

Description:

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 554, Page 2171)
Less the East 10.00 feet of Tenth Street.

Lake County

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zones X & A.

Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 18,798 SF or 0.432 acres, more or less, and is subject to any rights of way or easements of record.

LEGEND:

- Denotes found 1/2" iron rod & cap marked "LB 7227"
- Denotes set 1/2" iron rod & cap marked "LB 6980"

Scale = 1"=30'

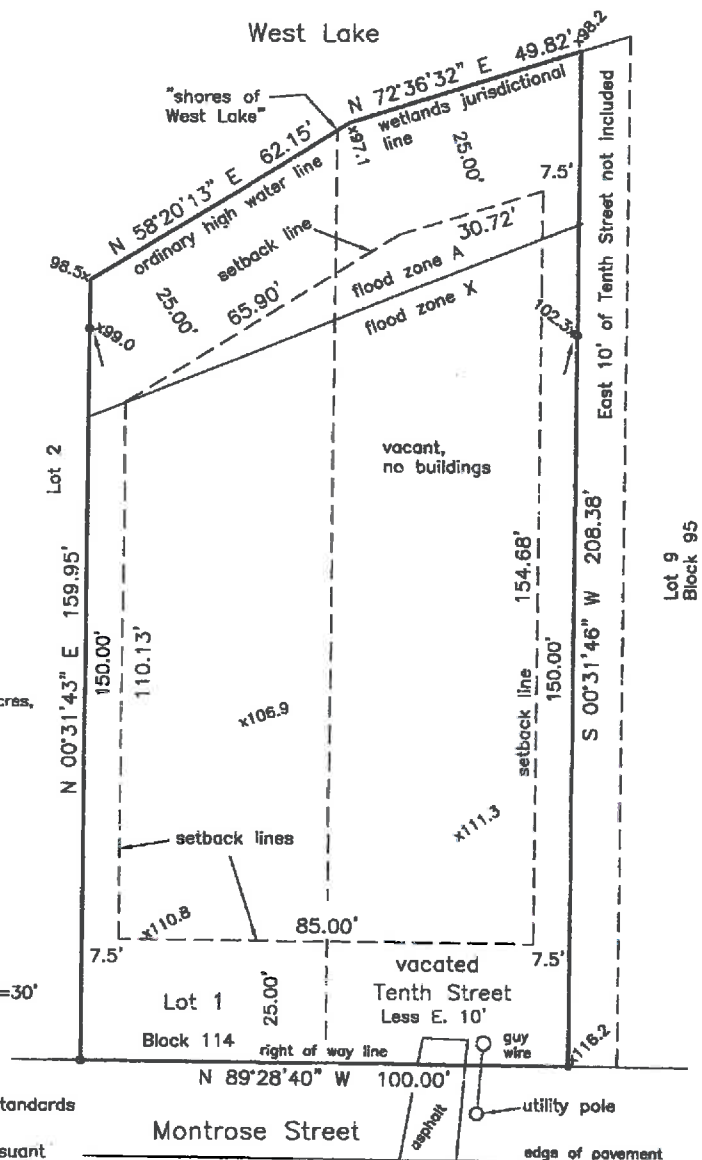
Surveyor's Certification

I hereby certify to Paul Gaynor

that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden 11/14/16
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



Montrose Street

Field Date 11/18/16	Prepared for: Paul Gaynor	18076.001
Drawn by: JPR	Rhoden Land Surveying, Inc.	
Scale: 1"=30'	LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255	

CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-13

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, February 28, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 0.43 +/-acre parcel below from Medium Density Residential to Downtown Mixed Use. Alternate Key 1789419.



Location:

Vacant parcel lying north of the intersection of 10th Street and W. Montrose Street

Ordinance #2017-13:

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

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
January 27 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, February 14, 2017														
Agenda Item Name														
Ordinance No. 2017-14 <i>Introduction Victory Pointe, LLC, Rezoning</i>														
Requested Action														
Recommend introduction of Ordinance 2017-14.														
Staff Report														
This request is being heard concurrently with a request for a small-scale comprehensive plan amendment. The applicant, Paul Gaynor, is requesting a change from the R-3 Residential/Professional District to CBD Central Business District. The property is approximately a half acre in size and is currently vacant. The Central Business District adjoins this property on its north side through Victory Pointe, the City's regional stormwater pond and park. The requested rezoning will promote the expansion of the Central Business District in the area. Although the Downtown Mixed Use future land use district currently allows for a maximum density of 12 units per acre, the Council approved transmittal of a comprehensive plan amendment in December 2016 that would increase the base density in the Downtown Mixed Use future land use district to a maximum of 25 units per acre and allow for a density bonus up to 40 units per acre if specific development criteria was met. The adoption of that proposed future land use change will be considered at the Feb. 28, 2017 Council meeting. The applicant has indicated that they would like to construct single-family condos at a density of up to 10 units, which is approximately 25 units per acre. Staff recommends approval of the rezoning to CBD Central Business District.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance 2017-14</td><td>REZ ORD 2017-14.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Victory Pointe LLC Maps.pdf</td></tr><tr><td>3.</td><td>Rezoning Application</td><td>REZ application.pdf</td></tr><tr><td>4.</td><td>Rezoning Legal ad</td><td>REZ Victory Pointe LLC legal ad.docx</td></tr></table>			1.	Ordinance 2017-14	REZ ORD 2017-14.doc	2.	Maps	Victory Pointe LLC Maps.pdf	3.	Rezoning Application	REZ application.pdf	4.	Rezoning Legal ad	REZ Victory Pointe LLC legal ad.docx
1.	Ordinance 2017-14	REZ ORD 2017-14.doc												
2.	Maps	Victory Pointe LLC Maps.pdf												
3.	Rezoning Application	REZ application.pdf												
4.	Rezoning Legal ad	REZ Victory Pointe LLC legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2017-14

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

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

SECTION 1:

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

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171) Less the East 10.00 feet of Tenth Street. Alternate Key 1789419.

Containing 0.432 +/- Acres

FROM R-3 Residential/Professional
TO CBD Central Business District

SECTION 2:

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

SECTION 3:

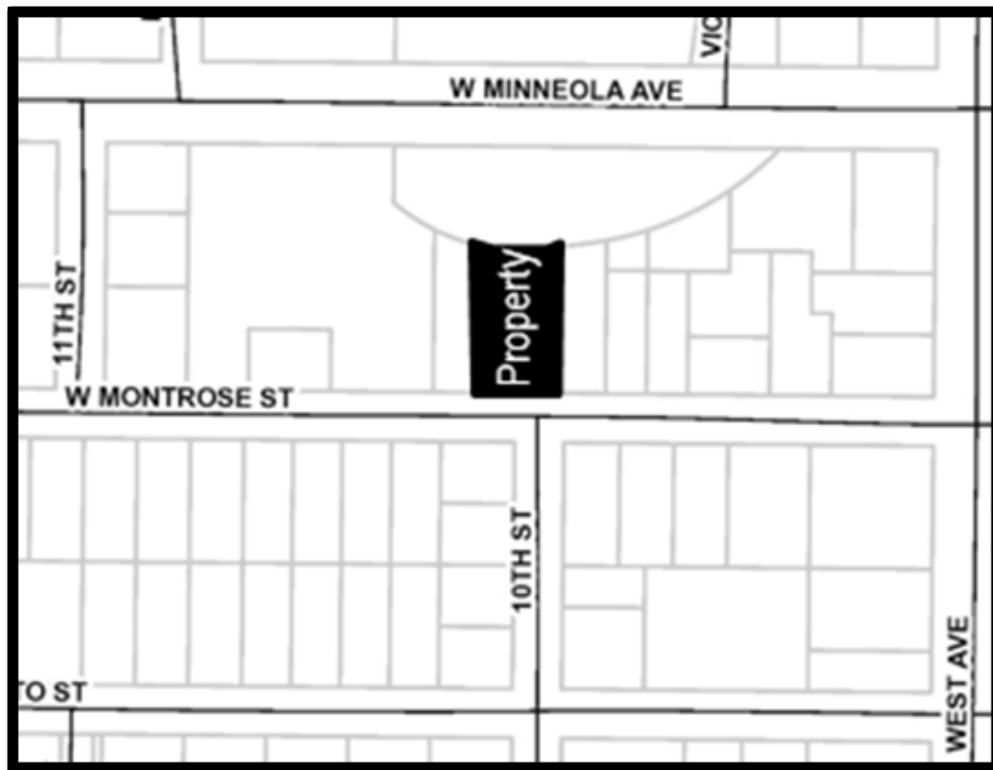
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

CITY OF CLERMONT
ORDINANCE No. 2017-14

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th 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

Exhibit - Location Map – Victory Pointe LLC

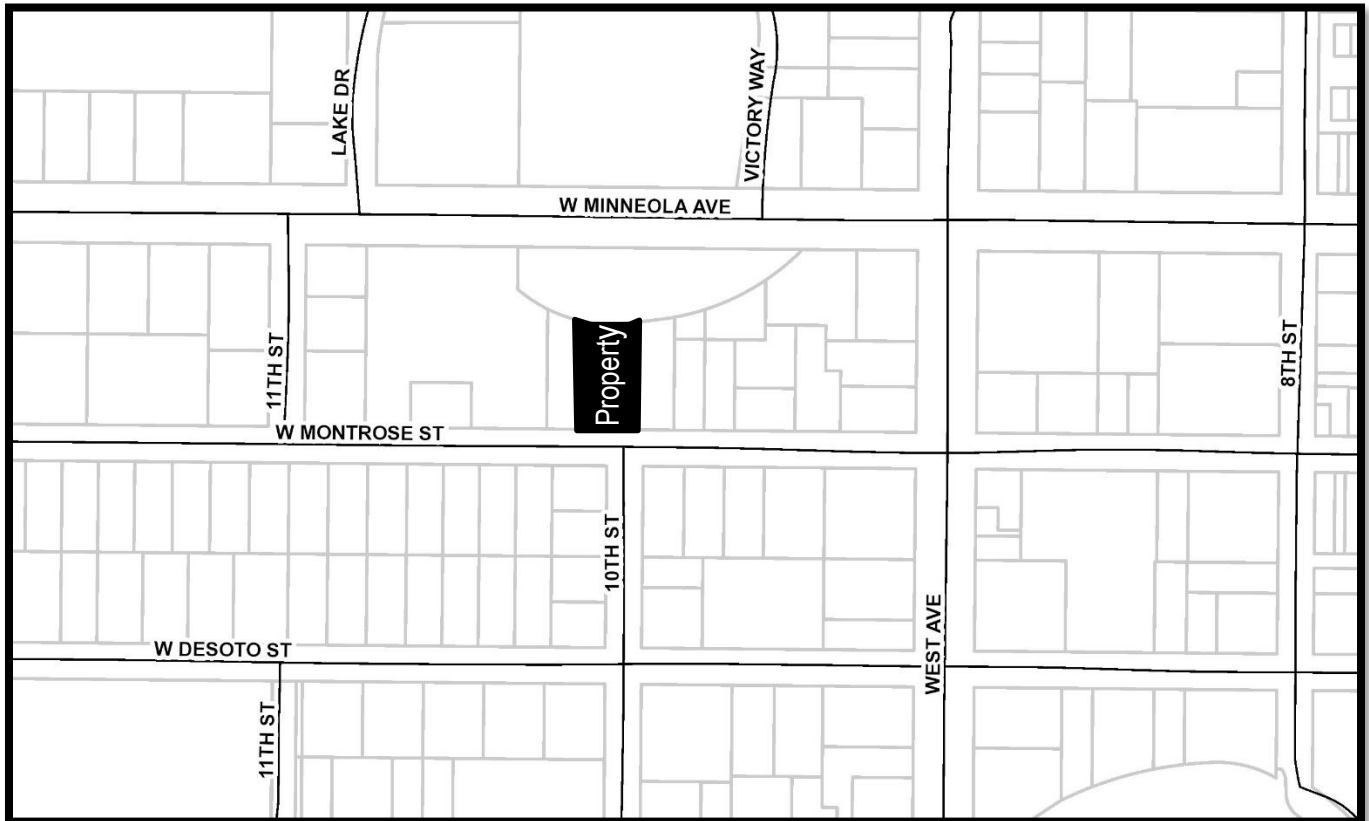


Exhibit – Future Land Use Map – Victory Pointe LLC

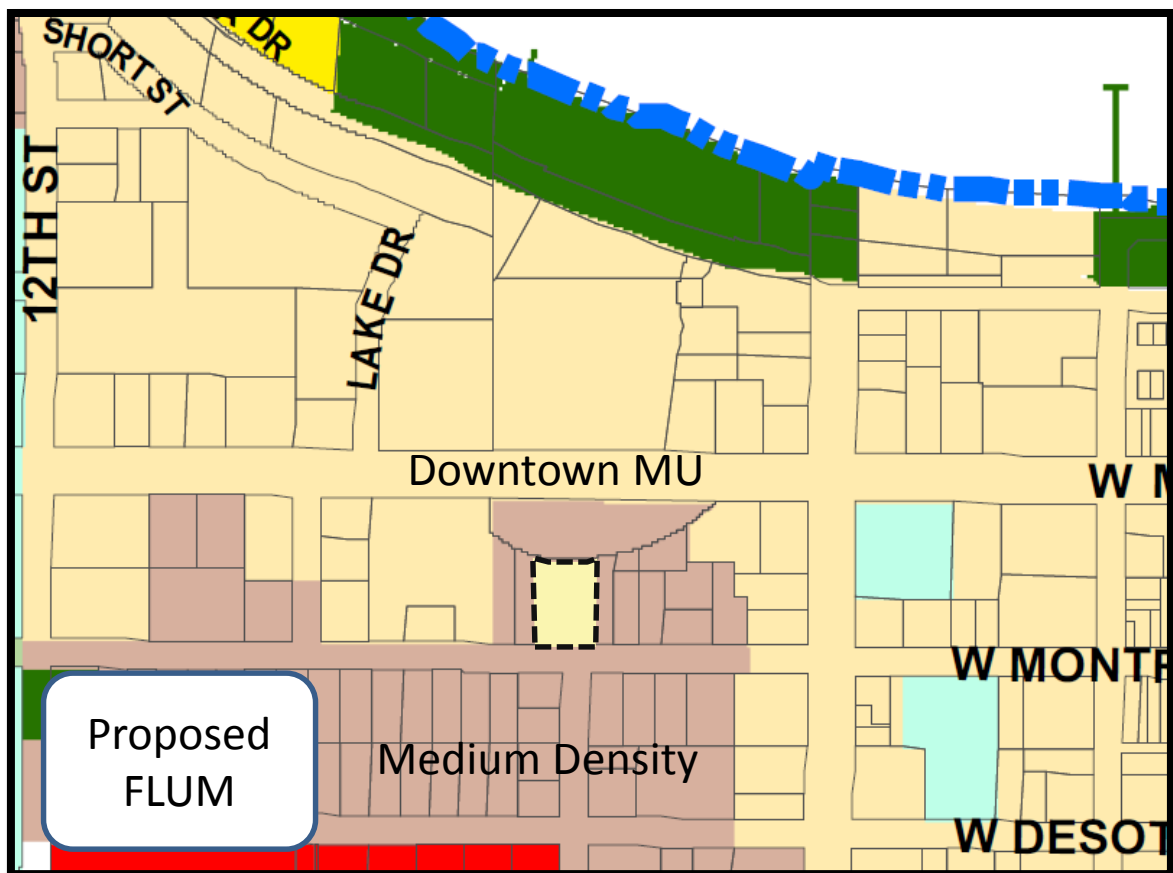
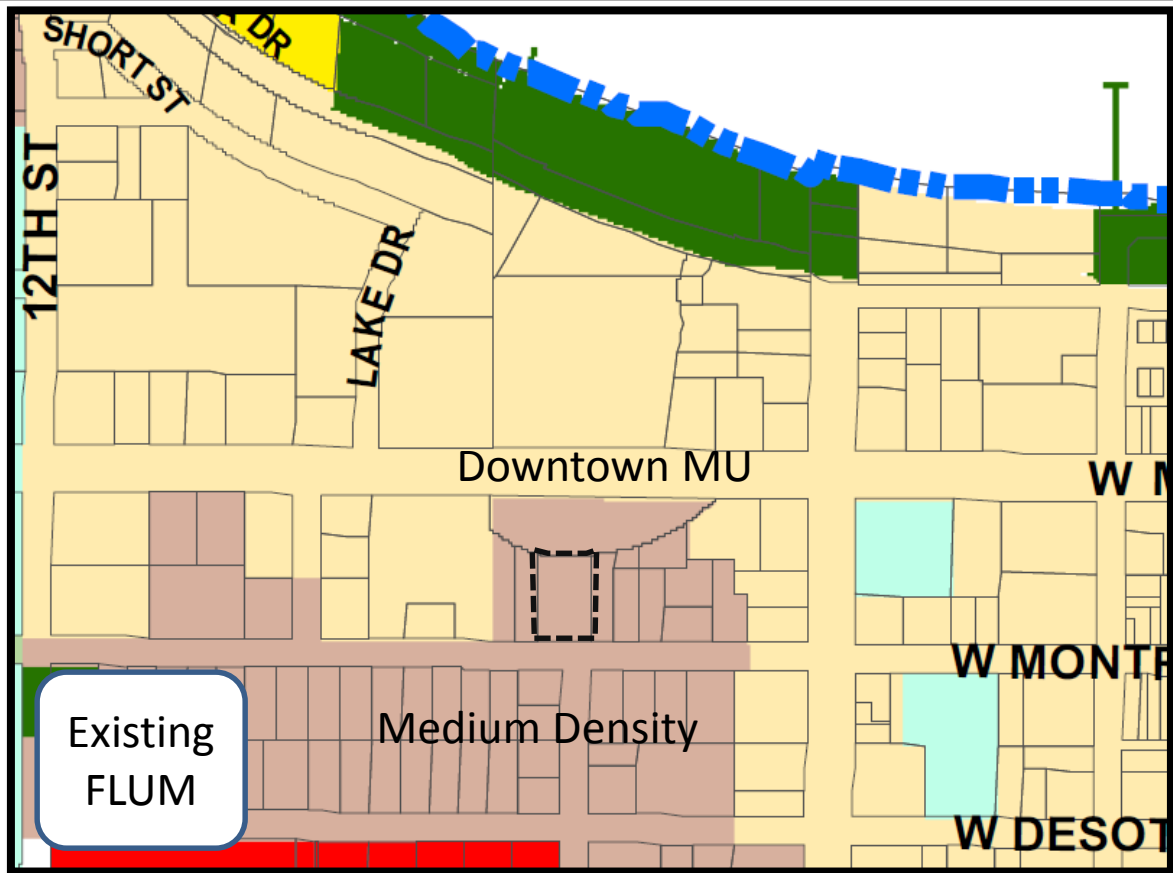


Exhibit – Zoning Map – Victory Pointe LLC





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 12/30/16

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: Paul Graynor

CONTACT PERSON: Paul Graynor

Address: 1200 Oakley Seaver Dr. suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

E-Mail: Pgraynor@graffholdings.com

OWNER: Victory Pointe, LLC.

Address: 1200 Oakley Seaver Dr. Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-552-2623 Fax: _____

Address of Subject Property: Northwest corner of
W. Montrou Street and 10th Street

Legal Description (include copy of survey): Clermont lot 1 Blk 114,
that part of tenth st lying E of lot
1 Blk 114 - LESS E 10 FT - PB 8 PG 17
ORB 4874 PG 488

Acres: 0.432 Land Use: Medium Density Residential
(City verification required)

Present Zoning: R-3 Proposed Zoning: CBD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION**

Page 2

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

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

Build new custom, high end, single
family Condos.

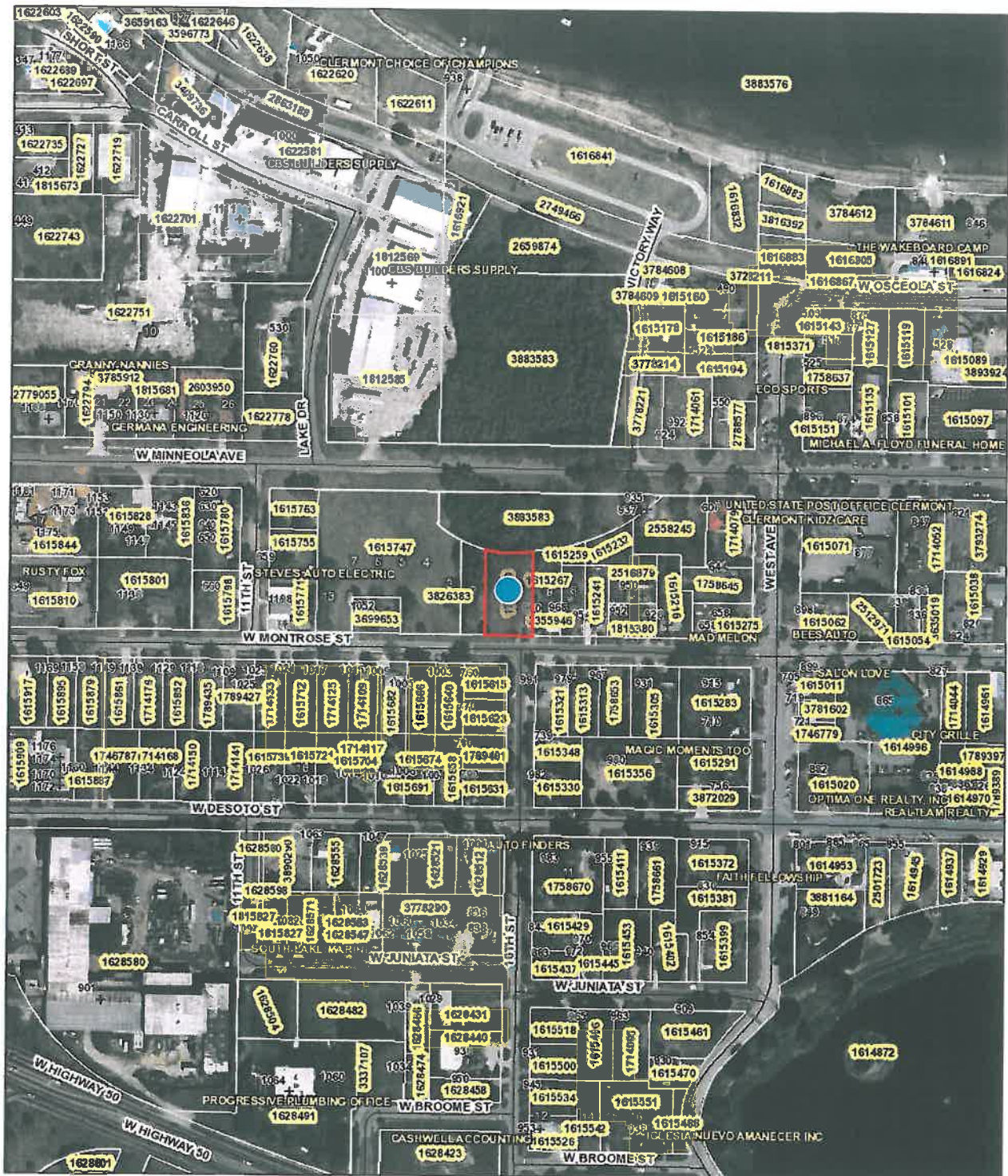
Paul Gaynor
Applicant Name (print)

Paul Gaynor
Owner Name (print)

x Paul Gaynor
Applicant Name (signature)

x Paul Gaynor
Owner Name (signature)

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



December 30, 2016

pointLayer



Override 1

polygonLayer



Override 1



County Boundary

Street Names



Local Streets



Subdivision Lot Numbers



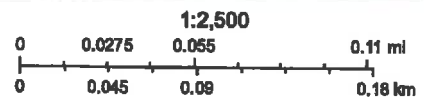
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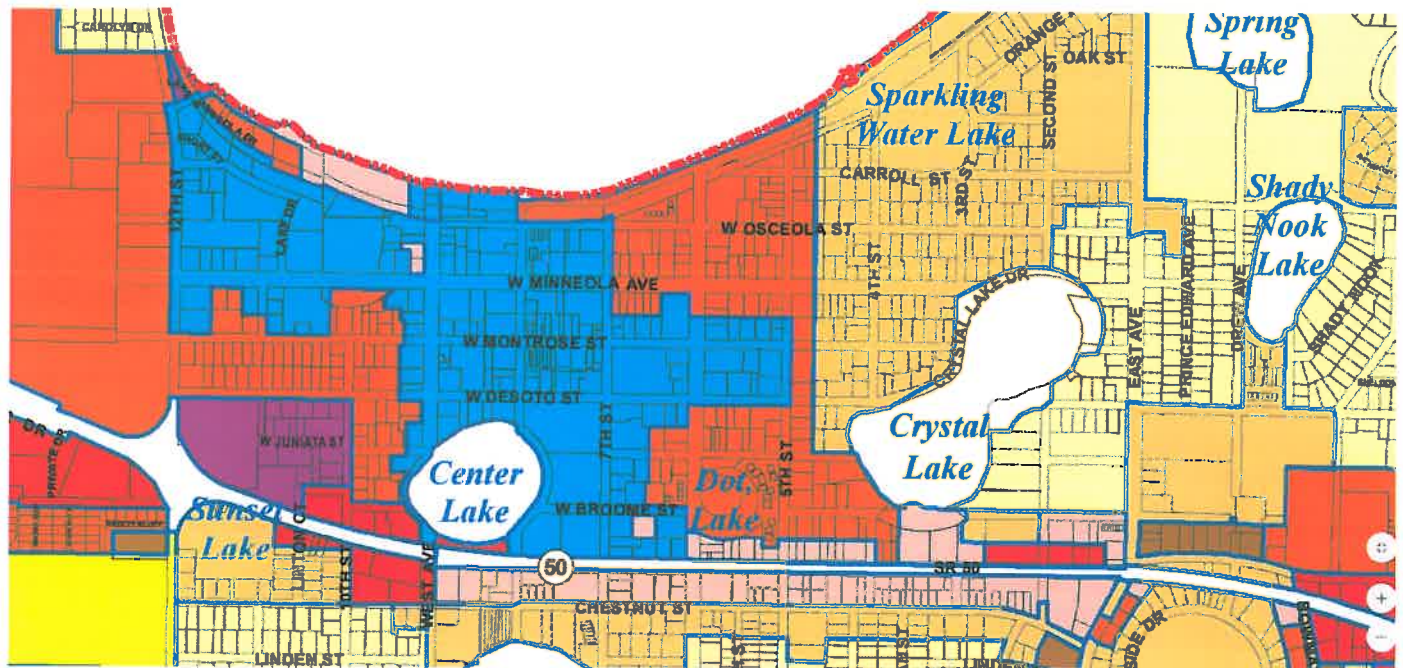
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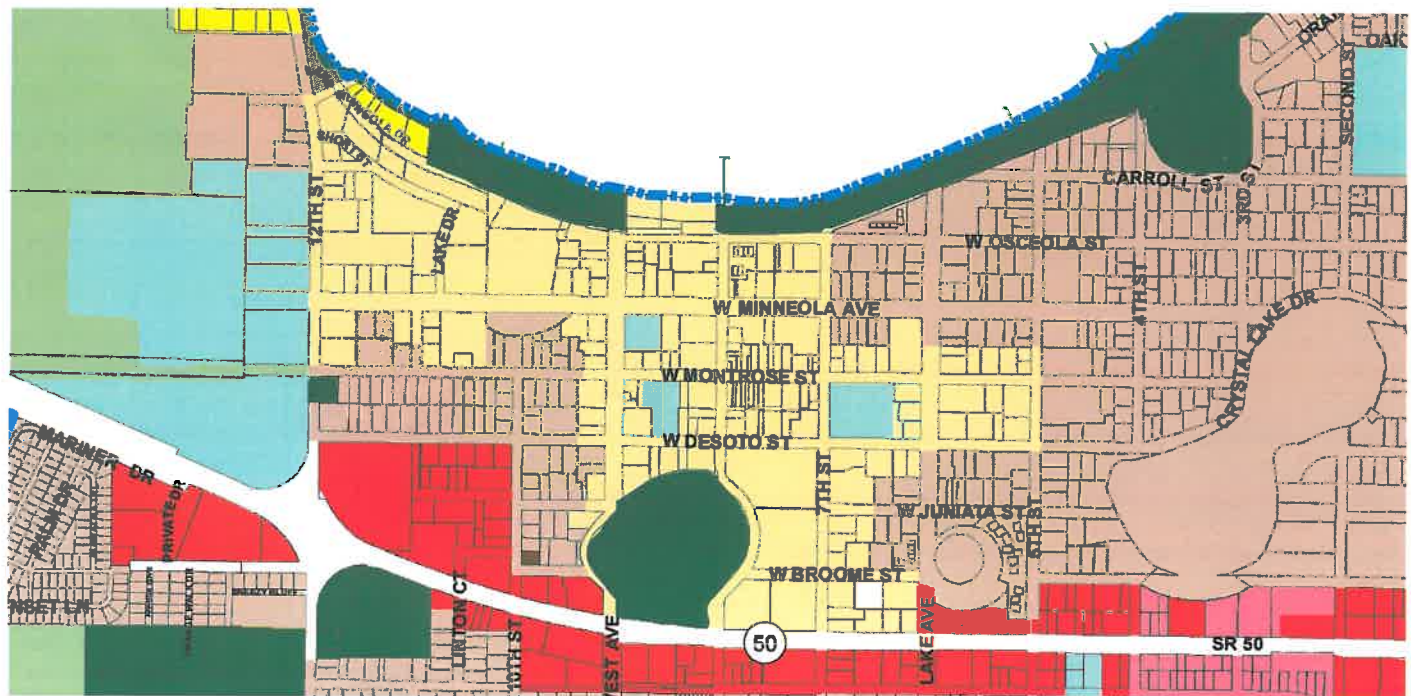
Surrounding Counties



Zoning: Change from R-3 to Central Business District (CBD)



Future Land Use: Change from Medium Density Residential to Downtown Mixed Use



PROPERTY RECORD CARD

General Information

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[Update Mailing Address](#)
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Millage Group and City: 00C1 (CLERMONT)
Total Certified Millage Rate: 18.0915
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Property Description: CLERMONT LOT 1 BLK 114, THAT PART OF TENTH ST LYING E OF LOT] 1 BLK 114—LESS E 10 FT—PB 8 PG 17 | ORB 4874 PG 488 |

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Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
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Vicki Burns

At Home Title, LLC

211 N. Market Blvd., Suite B

Webster, Florida 33597

Property Appraisers Parcel Identification (Folio) Numbers:

2422250100-114-00100

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Signed, sealed and delivered in the presence of:

Witness #1 Signature

Deanna A. Alaniz
Witness #1 Printed Name

Witness #2 Signature

Chris Alaniz
Witness #2 Printed Name

CHARLES ELLRODT
16891 RIDGEWOOD AVE., MONTVERDE, FLORIDA
34756

STATE OF FLORIDA
COUNTY OF LAKE

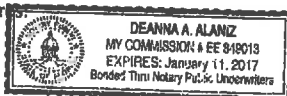
The foregoing instrument was acknowledged before me this 2nd day of December, 2016 by CHARLES ELLRODT who is personally known to me or has produced Driver's License as identification.

SEAL

Notary Public

Printed Notary Name

My Commission Expires



Map of Boundary Survey

Description:

Lot 1, Block 114, Official Map of The City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of The City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171)
Less the East 10.00 feet of Tenth Street.

Lake County

I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zones X & A.

Notes:

- Bearings based on the South line of Lot 1 as being N 89°28'40" W, an assumed meridian.
- Legal description supplied by client.
- No title commitment or abstract has been provided for the subject property. There may be recorded or unrecorded documents which could affect this parcel.
- No adjacent or underground improvements, other than those shown, located this date.
- Subject property contains 18,798 SF or 0.432 acres, more or less, and is subject to any rights of way or easements of record.

LEGEND:

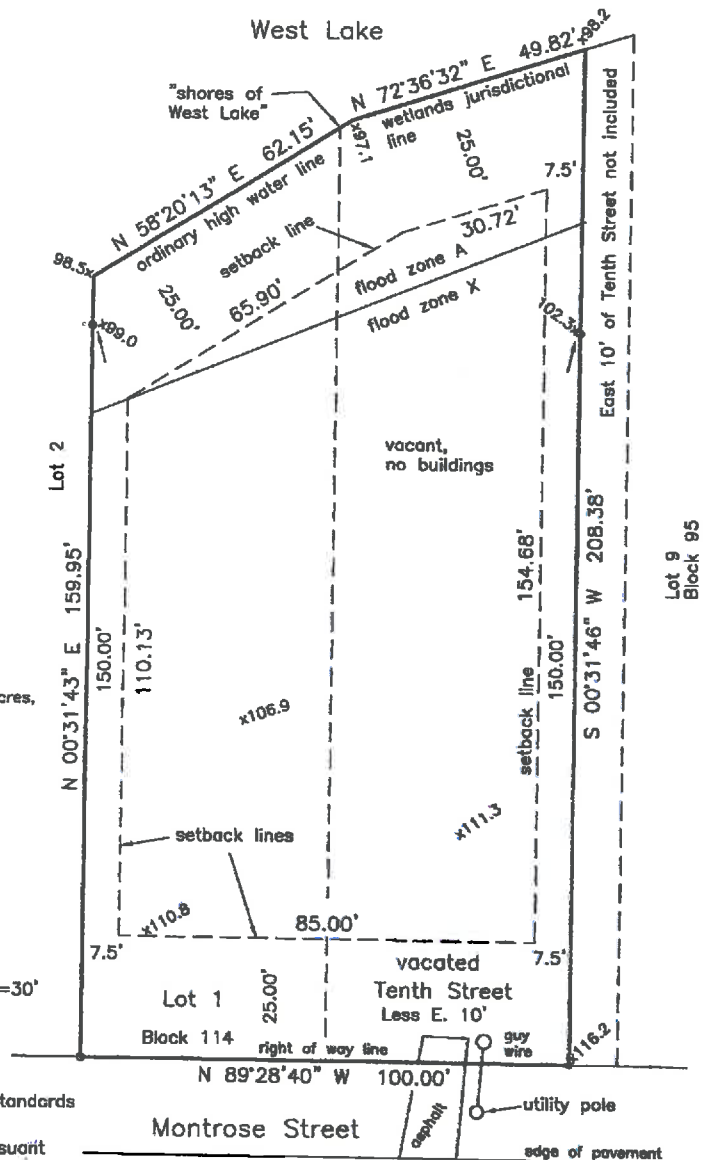
- Denotes found 1/2" iron rod & cap marked "LB 7227"
- Denotes set 1/2" iron rod & cap marked "LB 6980"

Scale = 1"=30'

Surveyor's Certification

I hereby certify to Paul Gaynor that this Map of Boundary Survey meets the Standards of Practice for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden 11/19/16
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.



Field Date 11/18/16	Prepared for: Paul Gaynor
Drawn by: JPR	Rhoden Land Surveying, Inc. LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255
Scale: 1"=30'	

LEGAL NOTICE

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

ORDINANCE NO. 2017-14

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

LOCATION

Vacant parcel lying north of the intersection of
10th Street and W. Montrose Street
Alternate Key 1789419

LEGAL DESCRIPTION

Lot 1, Block 114, Official Map of the City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

AND

All that portion of Tenth Street, bounded on the South by the North right of way line of Montrose Street, and bounded on the North by the shores of West Lake, according to the Official Map of the City of Clermont, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. (abandoned by Ordinance 112-M in ORB 654, Page 2171) Less the East 10.00 feet of Tenth Street.
Containing 0.432 +/- Acres

FROM R-3 Residential/Professional
TO CBD Central Business District

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date											
Tuesday, February 14, 2017											
Agenda Item Name											
Ordinance No. 2017-15 <i>Introduction</i> <i>Anderson Hill Annexation</i>											
Requested Action											
Recommend introduction of Ordinance 2017-15.											
Staff Report											
The applicant, Avid Group, is requesting annexation of the subject property. The property is located west of U.S. Highway 27 and north of Anderson Hill Road. The City limits are across the U.S. Highway 27 right-of-way to the east. This is considered adjacent under Chapter 171 of the Florida Statutes for annexation. The southwest portion of the property was previously used by St. Matthias Episcopal Church and a parking lot is remaining. The northern portion has a 10,000-square-foot building that was formerly West Star gym, but it is currently vacant. This building will be renovated. The property is approximately 9.5 acres in size and is in the City's sewer service area. Water to the site will be provided by the private utility provider in this service area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant wishes to receive services from the City in order to develop the property into a commercial retail center with up to 58,000 square feet of C-2 General Commercial uses. This request is being heard concurrently with requests for a small-scale comprehensive plan amendment, rezoning and a conditional use permit to allow for a building greater than 20,000 square feet. The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District and Community Facility District in Lake County) to the City's C-2 General Commercial zoning classification. The subject property is adjacent to the City limits and is within the ISBA and JPA. Staff recommends approval of the annexation.											
Additional Analysis											
Fiscal Impact Summary											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
Exhibits Attached (copies of original agreements)											
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>ANN ORD 2017-15.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Anderson Hill Retail Maps.pdf</td></tr><tr><td>3.</td><td>Application</td><td>ANN application.pdf</td></tr></table>			1.	Ordinance	ANN ORD 2017-15.doc	2.	Maps	Anderson Hill Retail Maps.pdf	3.	Application	ANN application.pdf
1.	Ordinance	ANN ORD 2017-15.doc									
2.	Maps	Anderson Hill Retail Maps.pdf									
3.	Application	ANN application.pdf									

4. Legal ad

ANN Anderson Hill legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence

CITY OF CLERMONT
ORDINANCE No. 2017-15

N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

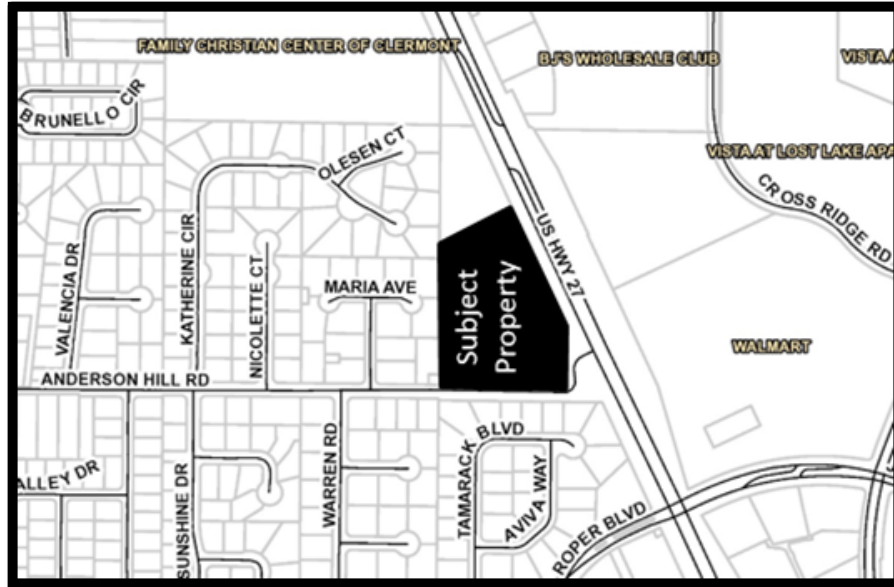
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2017-15

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-15

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

Exhibit - Location Map – Anderson Hill Retail

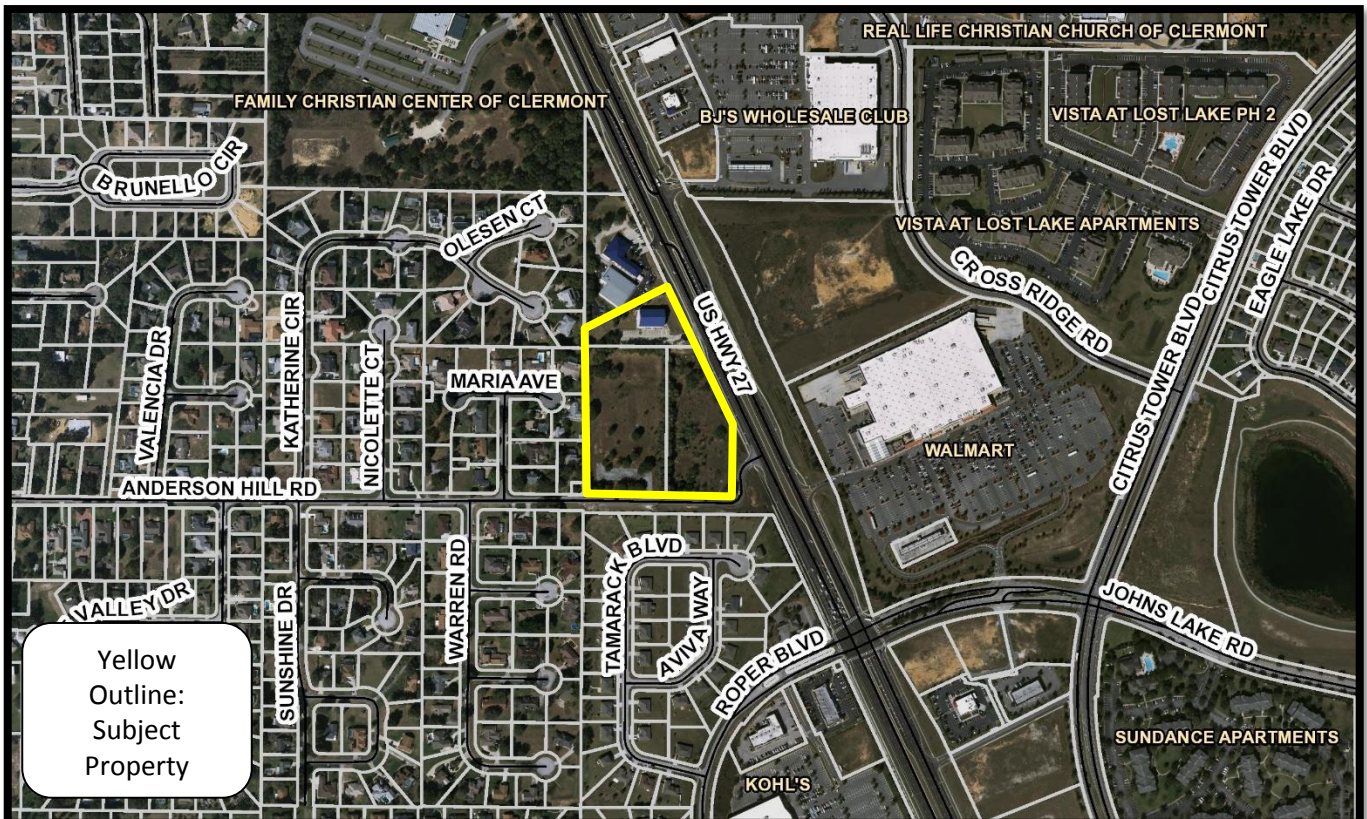
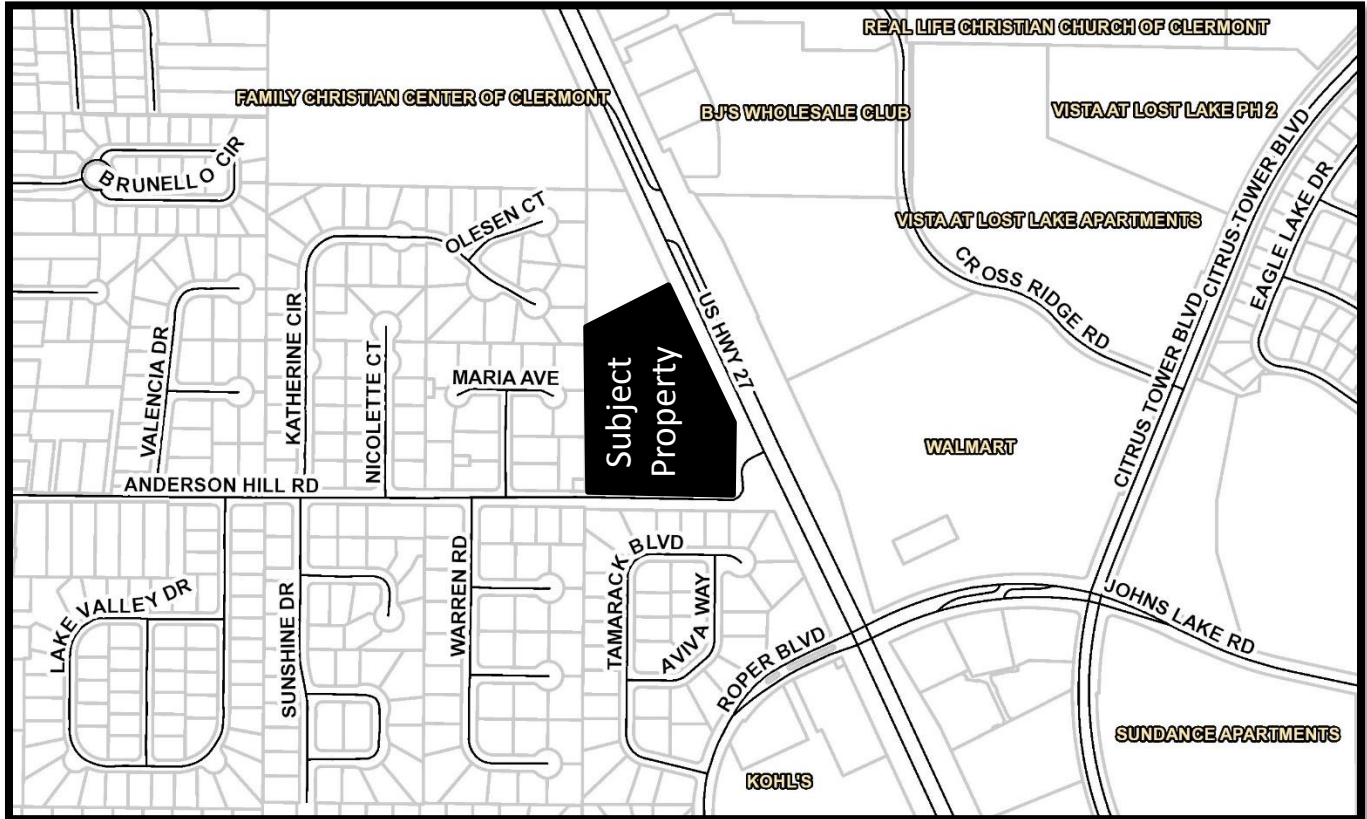


Exhibit – Future Land Use Map – Anderson Hill Retail

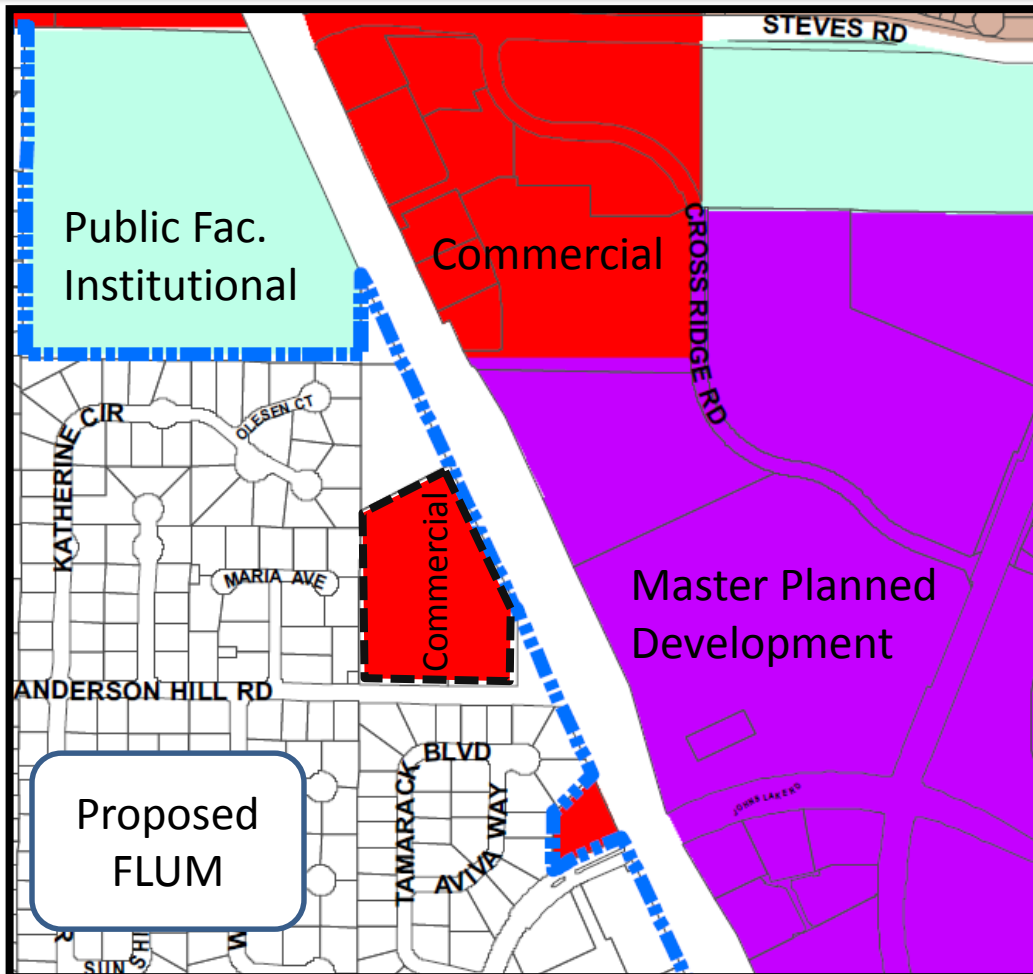


Exhibit – Zoning Map – Anderson Hill Retail

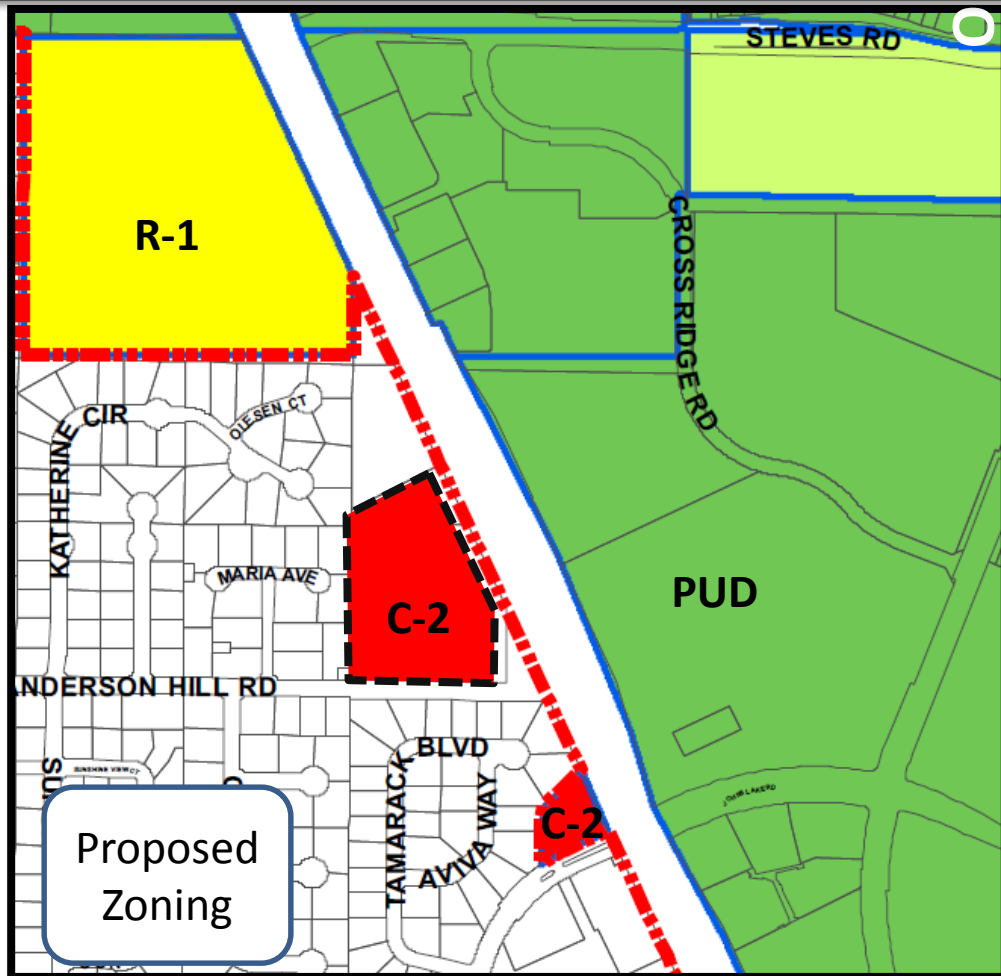
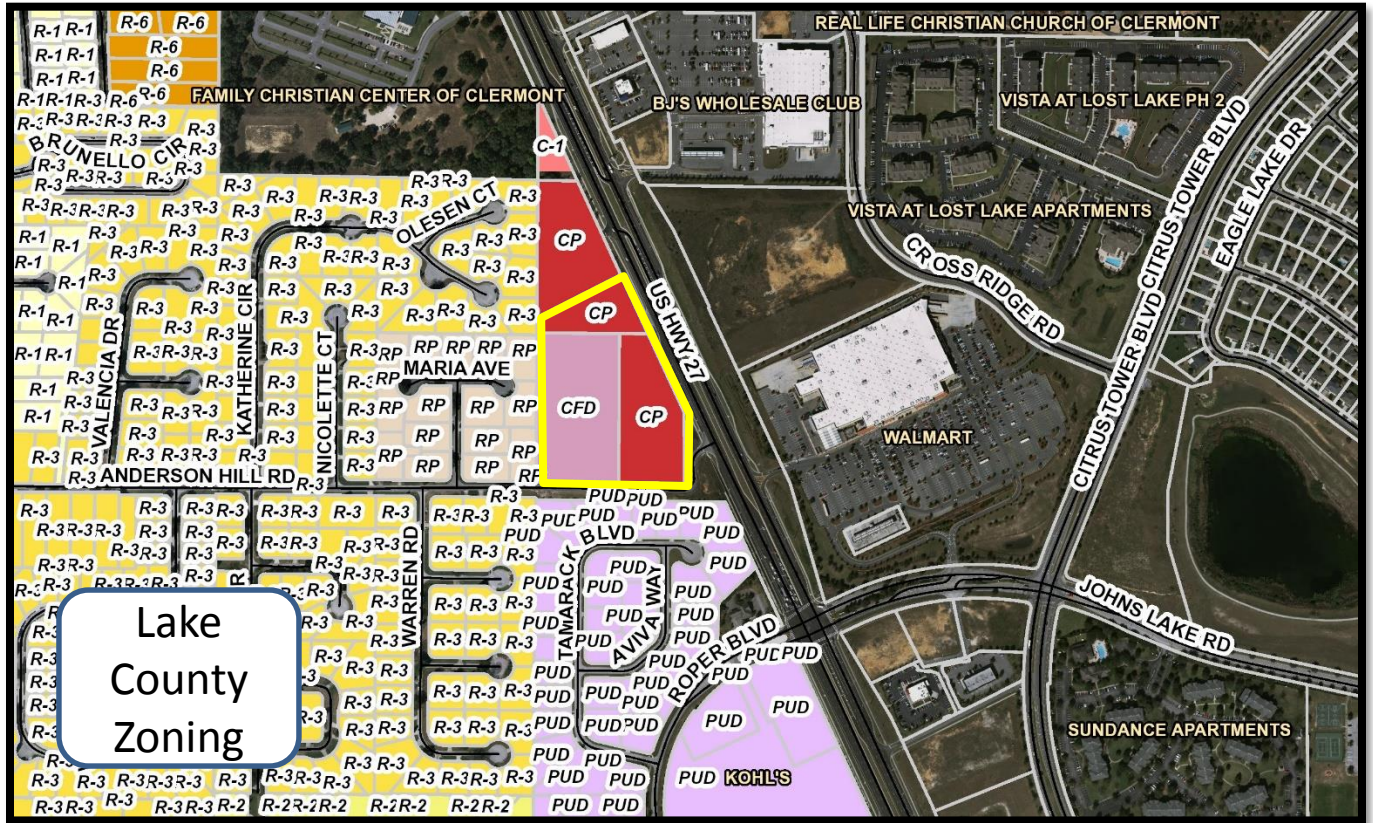
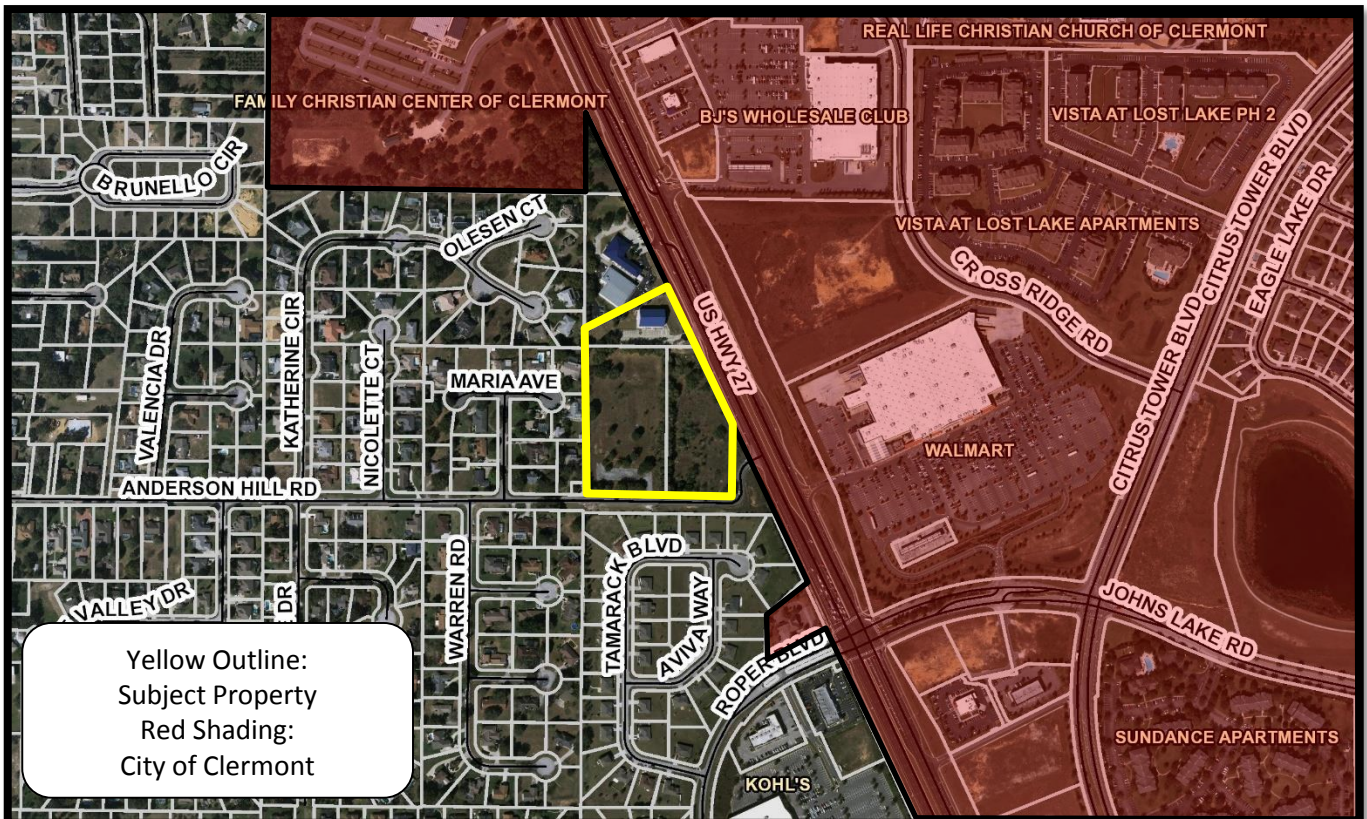
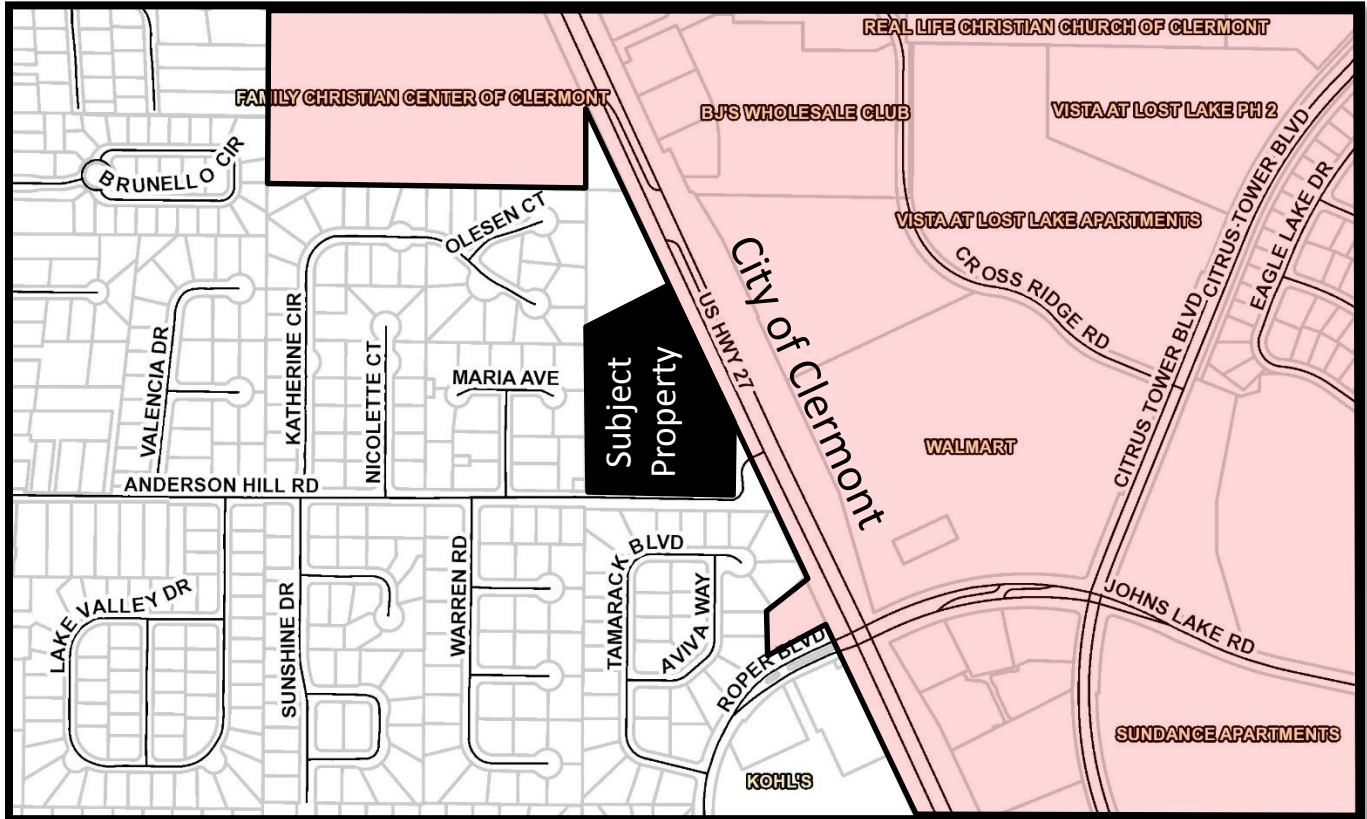


Exhibit - Annexation Map – Anderson Hill Retail





APPLICATION & PETITION

DATE: Nov 17, 2016

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Anderson Hill Commercial

APPLICANT: AVID Group, ATTN: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

Applicant is: Owner: ☐ Agent: ☒ Purchaser: ☐ Lessee: ☐ Optionee: ☐

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386 329-4000 Fax:

AGENT NAME (Affidavit required): AVID Group, ATTN: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

Property address and/or general location: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000; 13301 Anderson Hill Rd - Parcel#
09-22-26140002700001; & 12629 US Highway 27 - Parcel# 09-22-26140002200001)

Area of property: 9.58 +/- acres, and/or +/- sq. ft.

The property is PRESENTLY used for: Fitness center (9,450 SF) and vacant commercial land

The property is PROPOSED to be used for: Commercial development. See attached project
description and justification statement.



Existing Lake County Land Use* : Urban Low Density

Existing Lake County Zoning* : CP & CFD

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: _____
One parcel has a 9,450 SF, 2-story building that was previously occupied by a
fitness center. The other two parcels are vacant commercial land.

State the reason or basis for this request: Commercial development. See attached
project description and justification statement.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 32, Township 22 S, Range 26 E

See attached legal description

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



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: Dec 21, 2016

Before me, the undersigned authority personally appeared Quintus I. Roberts, Sr.
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
commercial development of the property
3. That said authority (owner) has appointed (agent's name) AVID Group
(Peter R. Pensa, AICP) to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, 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.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X [Signature]
Owner (signature)

X [Signature]
Agent's (signature)

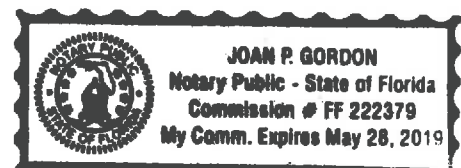
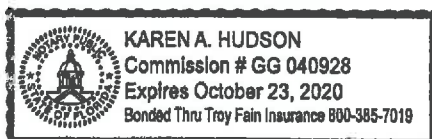
Sworn to and subscribed before
me this 22nd day of December
20 16.

Karen A. Hudson
Notary Public, State of FL
My commission expires:

Sworn to and subscribed before
me this 23rd day of December
20 16.

Joan P. Gordon
Notary Public, State of FL
My commission expires:

***Note:** Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.





**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

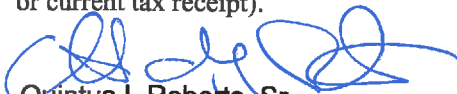
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 22nd day of December, 2016.

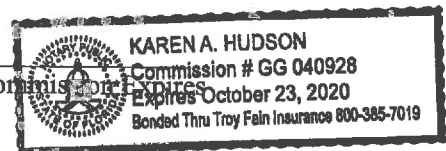
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Quintus I. Roberts, Sr.
Landowner (Petitioner)

12-22-2016
Date


Notary Public

My Commission Expires



LETTER OF AUTHORIZATION

To Whom It May Concern:

This letter does hereby authorize AVID Group to act as our agent for and with all regulatory agencies, departments, and their personnel for the City of Clermont, Lake County, Florida Department of Economic Opportunity, Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other utility providers or regulatory agencies in an effort to receive all approvals necessary for developing the proposed project on an approximately 9.48 acres, m.o.l. tract that is generally located on the west side of U.S. Highway 27, north of Anderson Hill Road in the City of Clermont (annexation proposed), Lake County, Florida.

Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711

Property Owner:

Adhikari

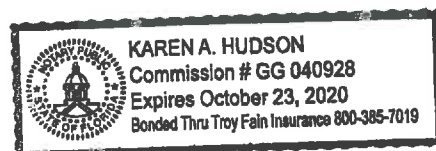
Name: Quintus I. Roberts, Sr.
Title: Managing Member
Anderson Hill DLSU, LLC
625 State Road 100
Palatka, FL 32177

STATE OF Florida COUNTY OF Putnam On
this the 22nd day of December 20 16 before me, the undersigned Notary Public of
the State of Florida, personally appeared Quintus I. Roberts and whose
name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed
it. The individual(s) are X personally known to me, or presented the following
identification:

WITNESS MY HAND AND SEAL:

**NOTARY SEAL &
COMMISSION EXPIRATION:**

Karen A. Hudson
NOTARY SIGNATURE





CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP ANDERSON HILL RETAIL CLERMONT, FLORIDA

1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, S24°35'30"E, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence N89°03'43"W along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.

RETURN

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177

Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and
thereafter.

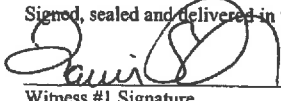
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:


Witness #1 Signature

TRAVIS S. THOMAS

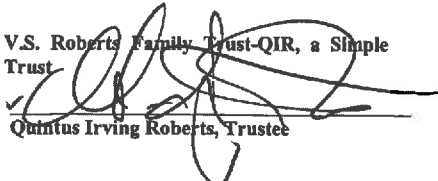
Witness #1 Printed Name


Witness #2 Signature

JOYCE C. NORRIS

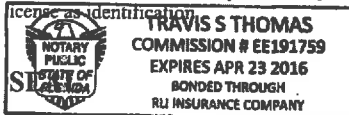
Witness #2 Printed Name

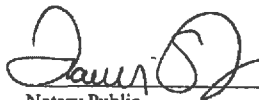
V.S. Roberts Family Trust-QIR, a Simple
Trust


Quintus Irving Roberts, Trustee

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as
Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced
driver's




Notary Public TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

INSTRUMENT #2016114504
OR BK 4858 PG 593 - 594 (2 PGS)
DATE: 11/3/2016 9:50:50 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$8750.00

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 27th day of October, 2016, between CLERMONT SYNERGY, LLC, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to ANDERSON HILL DLSU, LLC, a Florida limited liability company, whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A portion of that part of Tract 22, lying West of U.S. Highway No. 27 in "LAKE HIGHLANDS COMPANY", a Plat of record in Plat Book 3, Page 24, Public Records of Lake County, Florida, located in Section 32, Township 22 South, Range 26 East, Tallahassee Meridian, Lake County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 22; thence along the West line thereof, North 00 degrees 12 minutes 07 seconds West, 61.46 feet; thence leaving said line, North 62 degrees 51 minutes 01 second East, 393.08 feet to the West right of way line of said U.S. Highway 27; thence along said line, South 25 degrees 21 minutes 30 seconds East, 270.00 feet to the South line of said Tract 22; thence along said line, North 89 degrees 36 minutes 41 seconds West, 465.20 feet to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CLERMONT SYNERGY, LLC,
a Florida limited liability company

By: Twistee, LLC,
a Florida limited liability company,
as managing member

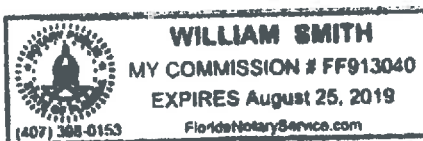
By: Alan C. Charron
ALAN C. CHARRON
MANAGER

William Smith
Print Name: William Smith
Mike Charron
Print Name: MIKE CHARRON

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Alan C. Charron, as Manager of Twistee, LLC, a Florida limited liability company, as managing member of Clermont Synergy, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



William Smith
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. **Whether justified by changed or changing conditions.**
- b. **Whether adequate sites already exist for the proposed district uses.**
- c. **Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.**

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. **Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.**

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.* For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.**

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 14, 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. 2017-15

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

West and northwest of the intersection of US Highway 27 and Anderson Hill Road
Alternate keys 1453496, 3828239, and 2826541

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

See Map Below

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

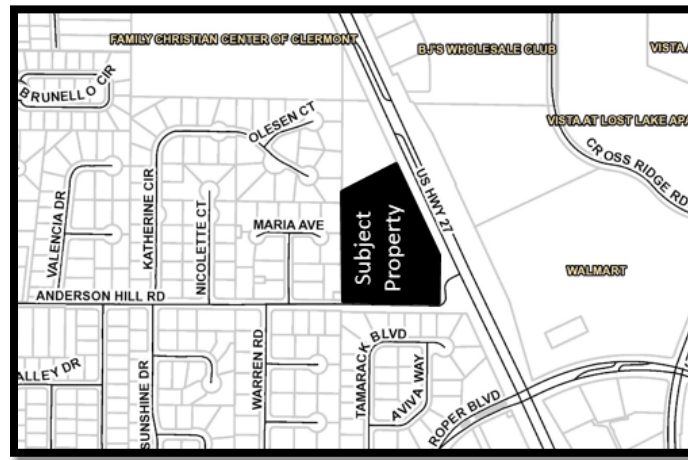
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial

February 21 and 28, 2017

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date														
Tuesday, February 14, 2017														
Agenda Item Name														
Ordinance No. 2017-16 <i>Introduction</i> <i>Anderson Hill Small-Scale Comprehensive Plan Amendment</i>														
Requested Action														
Recommend introduction of Ordinance 2017-16.														
Staff Report														
The applicant, Avid Group, is requesting a small-scale comprehensive plan amendment for the subject property. The property is approximately 9.5 +/- acres in size. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available. The small-scale comprehensive plan amendment would change the future land use from Lake County's Urban Low to the City's Commercial designation. The Commercial designation is supported by the property's physical characteristics and its U.S. Highway 27 frontage. The property is adjacent to a major arterial roadway and has existing commercial uses to the north and across U.S. Highway 27 to the east. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Urban Low to Commercial in the City.														
Additional Analysis														
Fiscal Impact Summary														
Fiscal Impact	Fund Number and Description	Available Budget Amount												
Exhibits Attached (copies of original agreements)														
<table border="0"><tr><td>1.</td><td>Ordinance</td><td>CPA Ord. 2017-16.doc</td></tr><tr><td>2.</td><td>Maps</td><td>Anderson Hill Retail Maps.pdf</td></tr><tr><td>3.</td><td>Application</td><td>CPA application.pdf</td></tr><tr><td>4.</td><td>Legal ad</td><td>CPA Anderson Hill legal ad.docx</td></tr></table>			1.	Ordinance	CPA Ord. 2017-16.doc	2.	Maps	Anderson Hill Retail Maps.pdf	3.	Application	CPA application.pdf	4.	Legal ad	CPA Anderson Hill legal ad.docx
1.	Ordinance	CPA Ord. 2017-16.doc												
2.	Maps	Anderson Hill Retail Maps.pdf												
3.	Application	CPA application.pdf												
4.	Legal ad	CPA Anderson Hill legal ad.docx												

CITY OF CLERMONT
ORDINANCE No. 2017-16

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to

CITY OF CLERMONT
ORDINANCE No. 2017-16

a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

Alternate Key 1453496, 3828239, and 2826541.

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM COUNTY URBAN LOW DENSITY
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

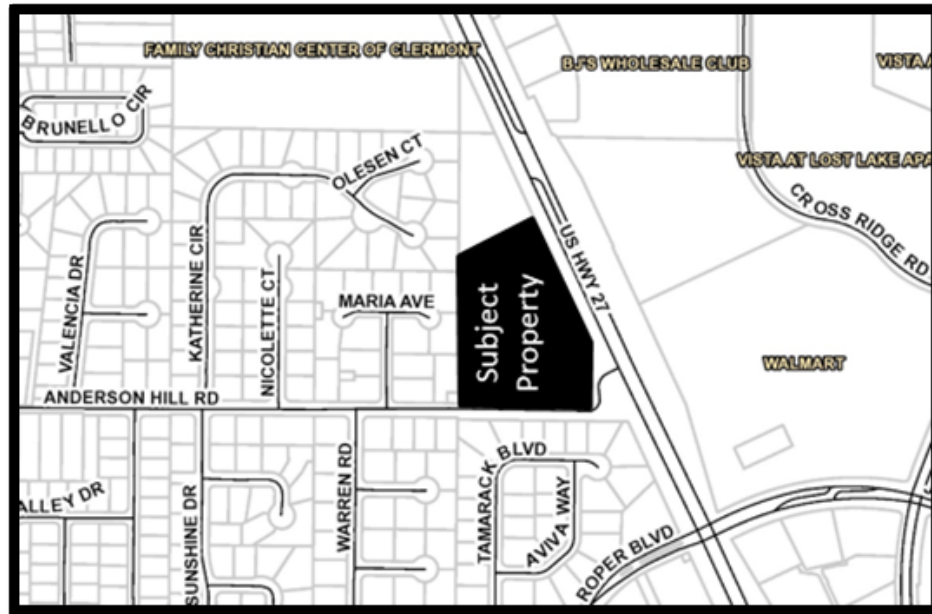
All ordinances or parts of ordinances in conflict with any of the provisions of this Ordinance are hereby repealed.

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2017-16

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of March, 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 – Anderson Hill Retail

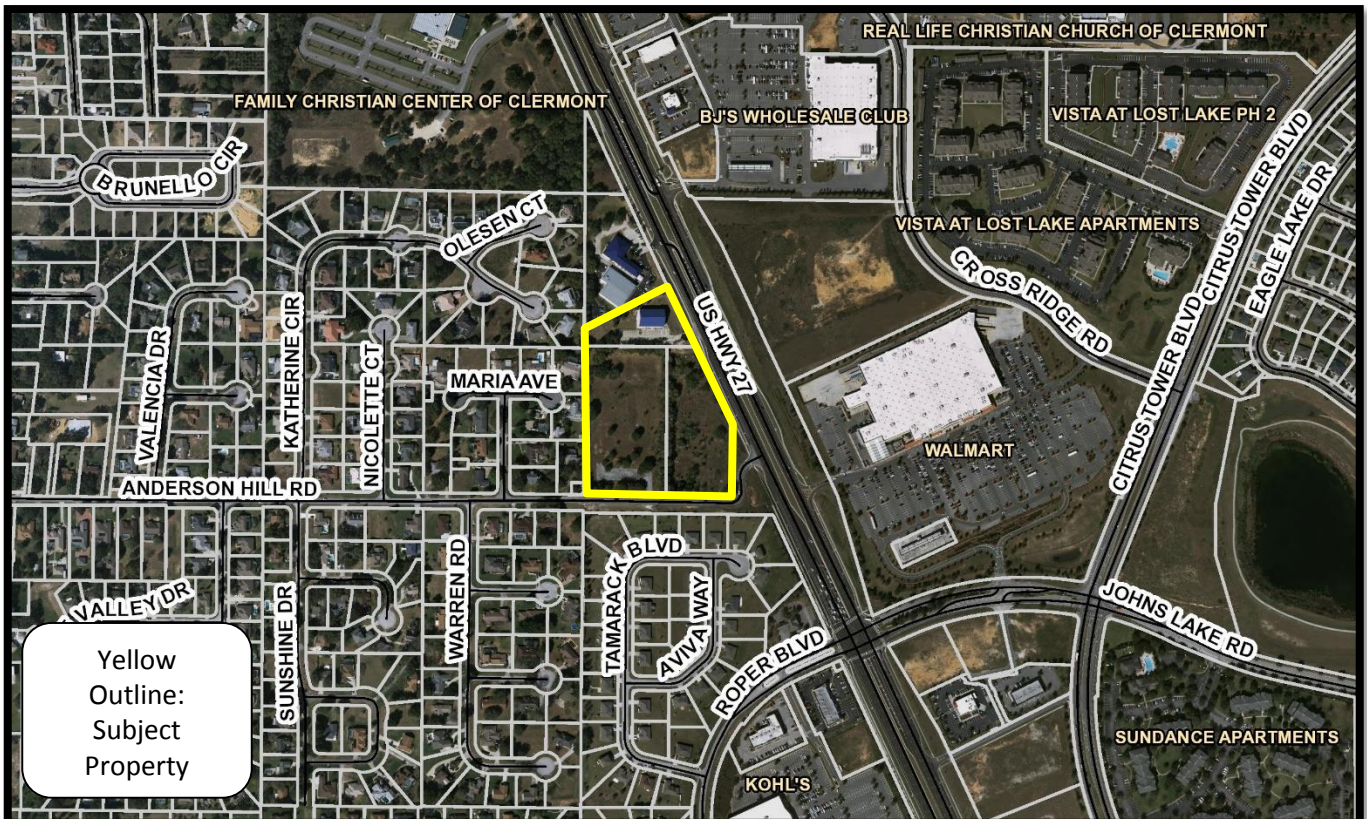
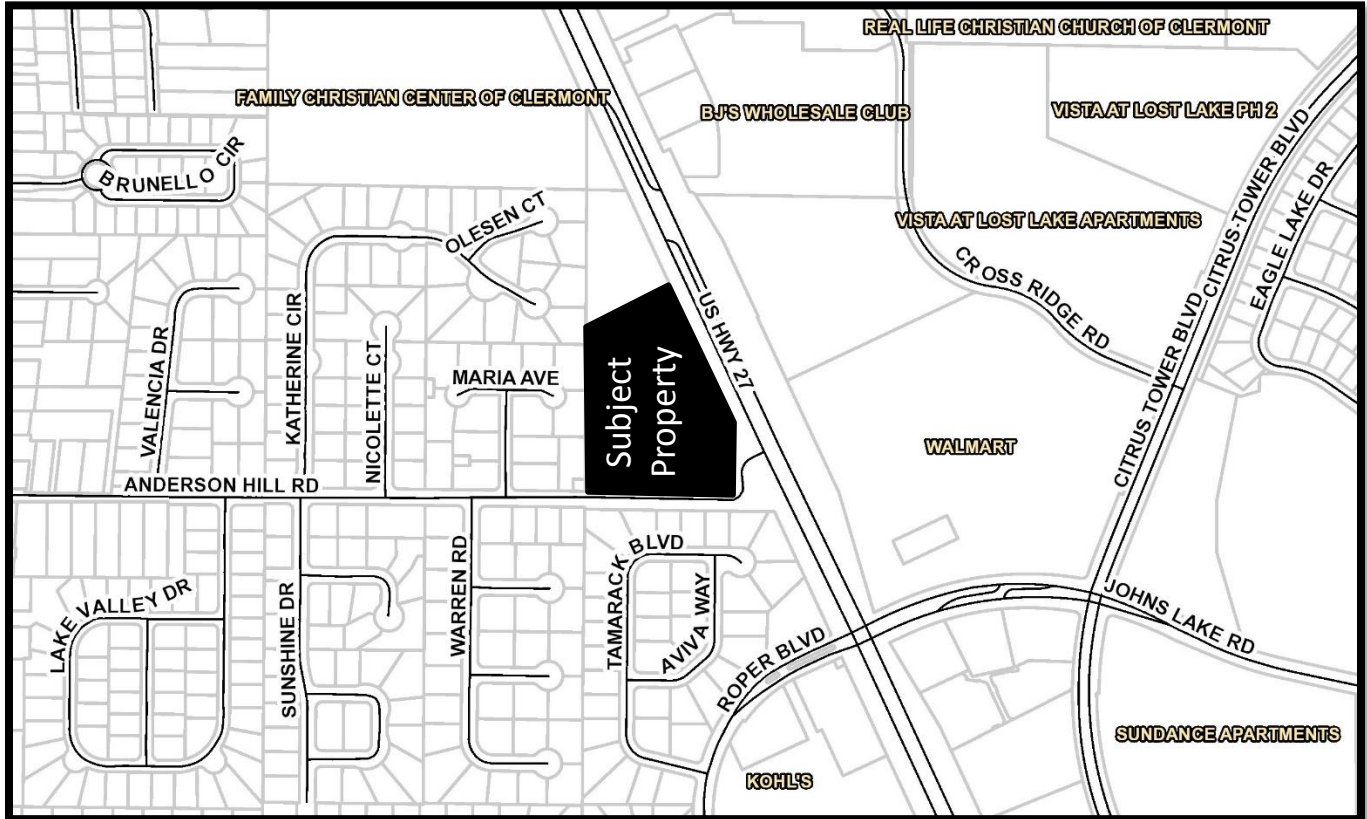


Exhibit – Future Land Use Map – Anderson Hill Retail

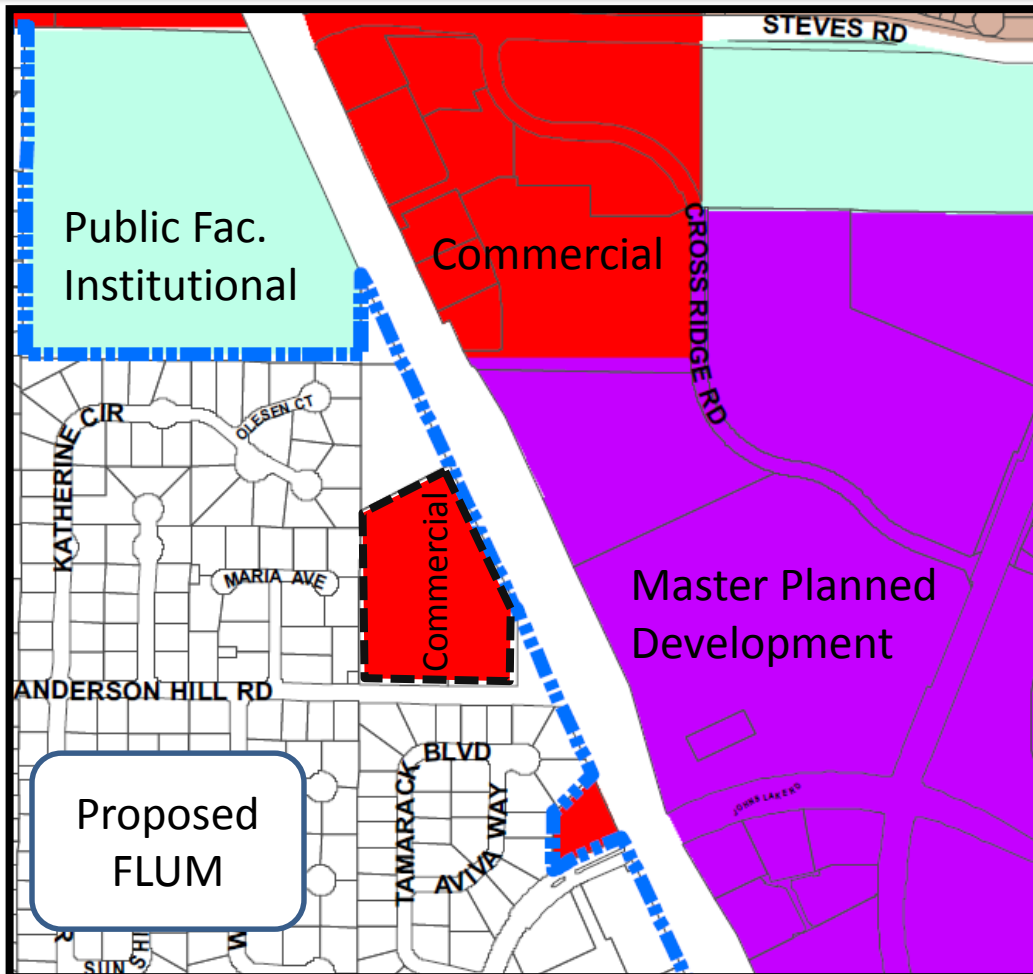


Exhibit – Zoning Map – Anderson Hill Retail

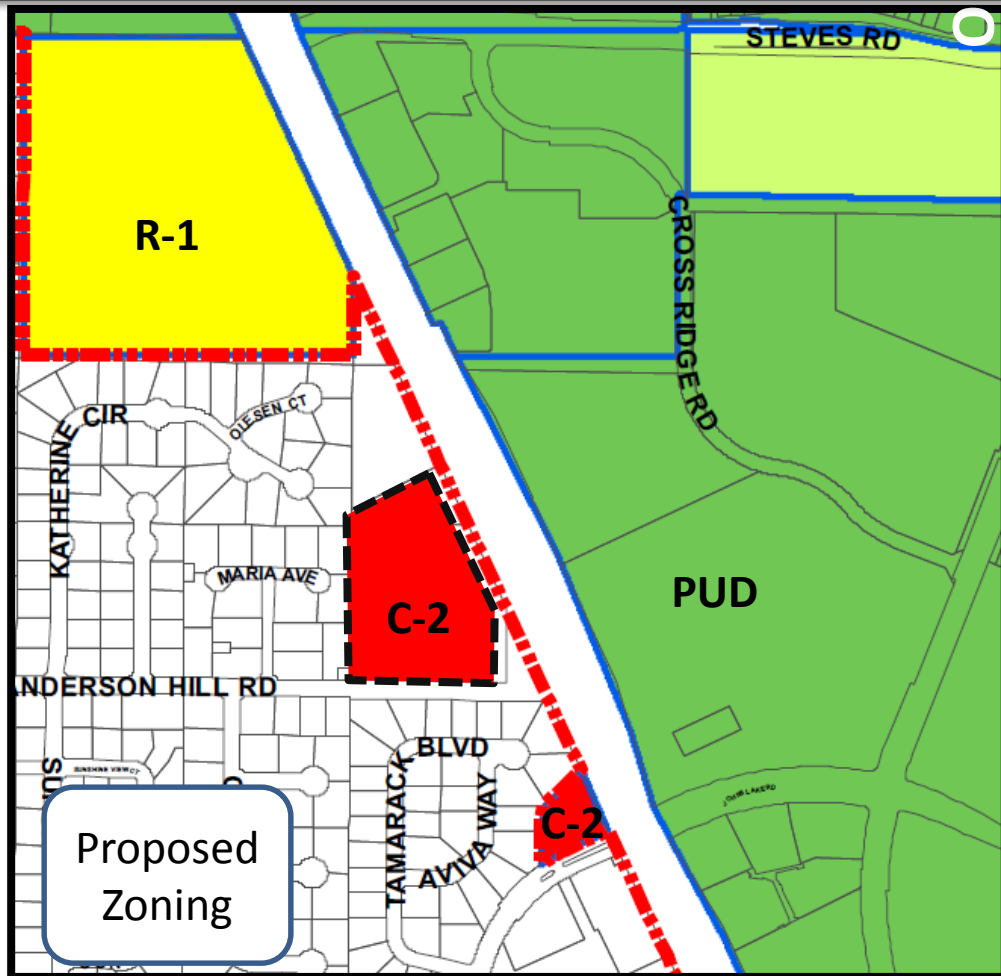
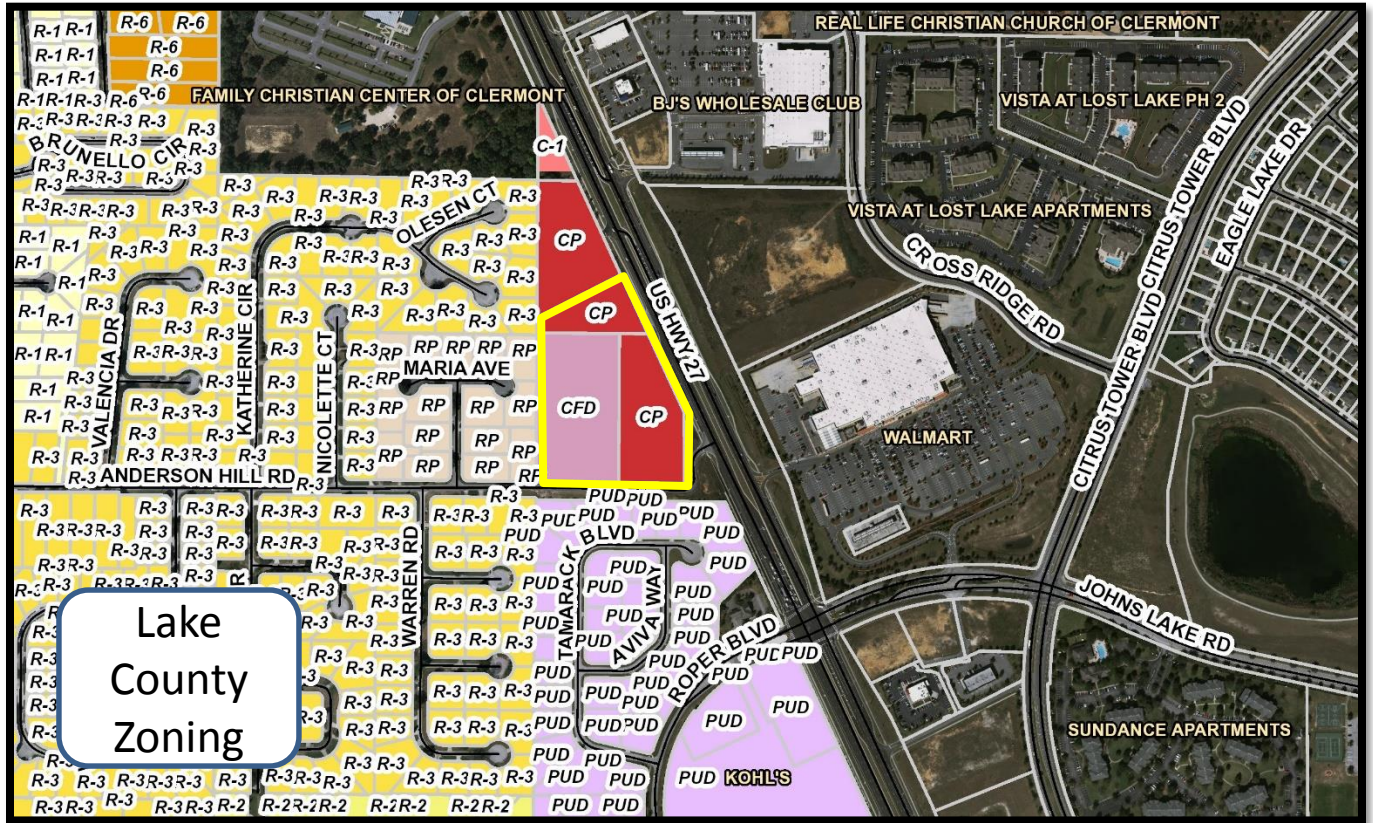
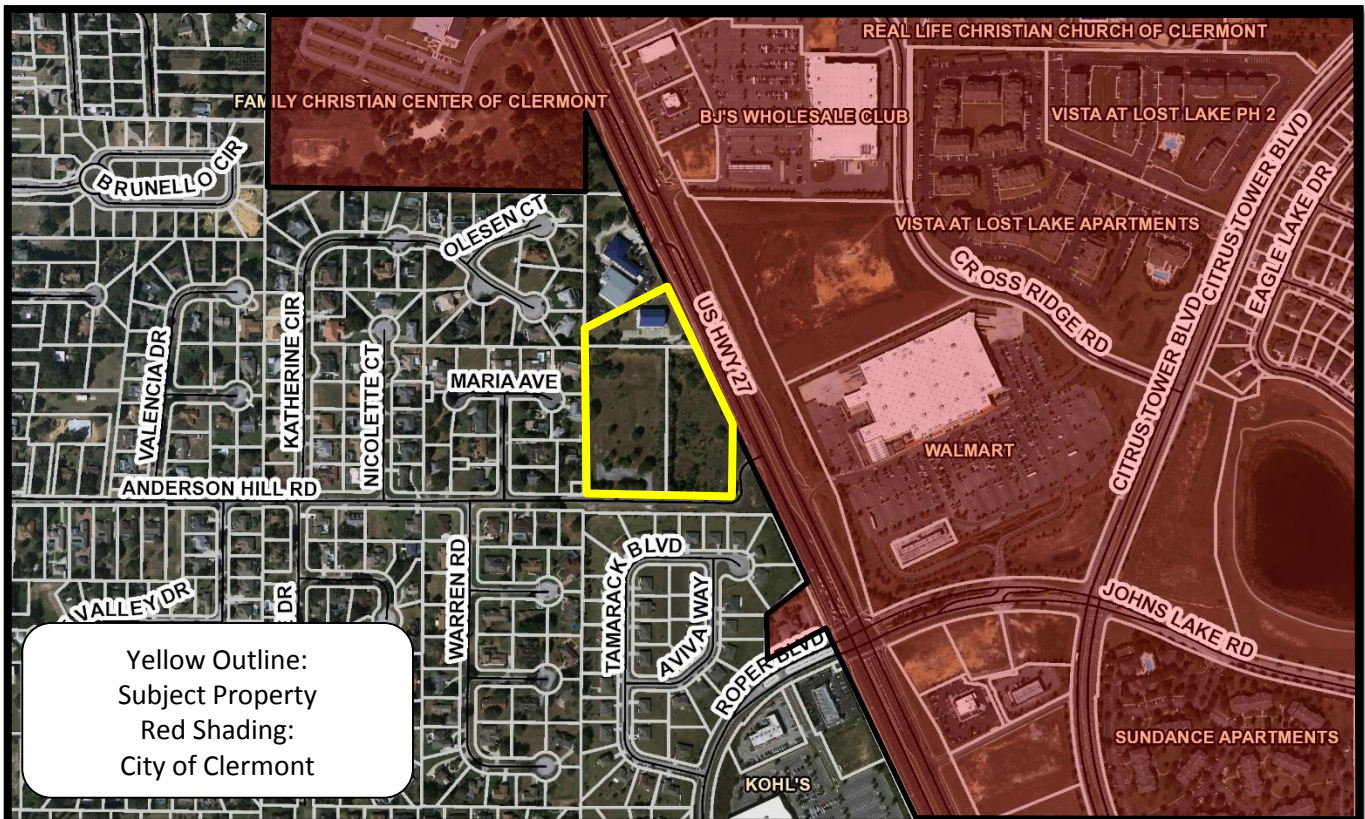
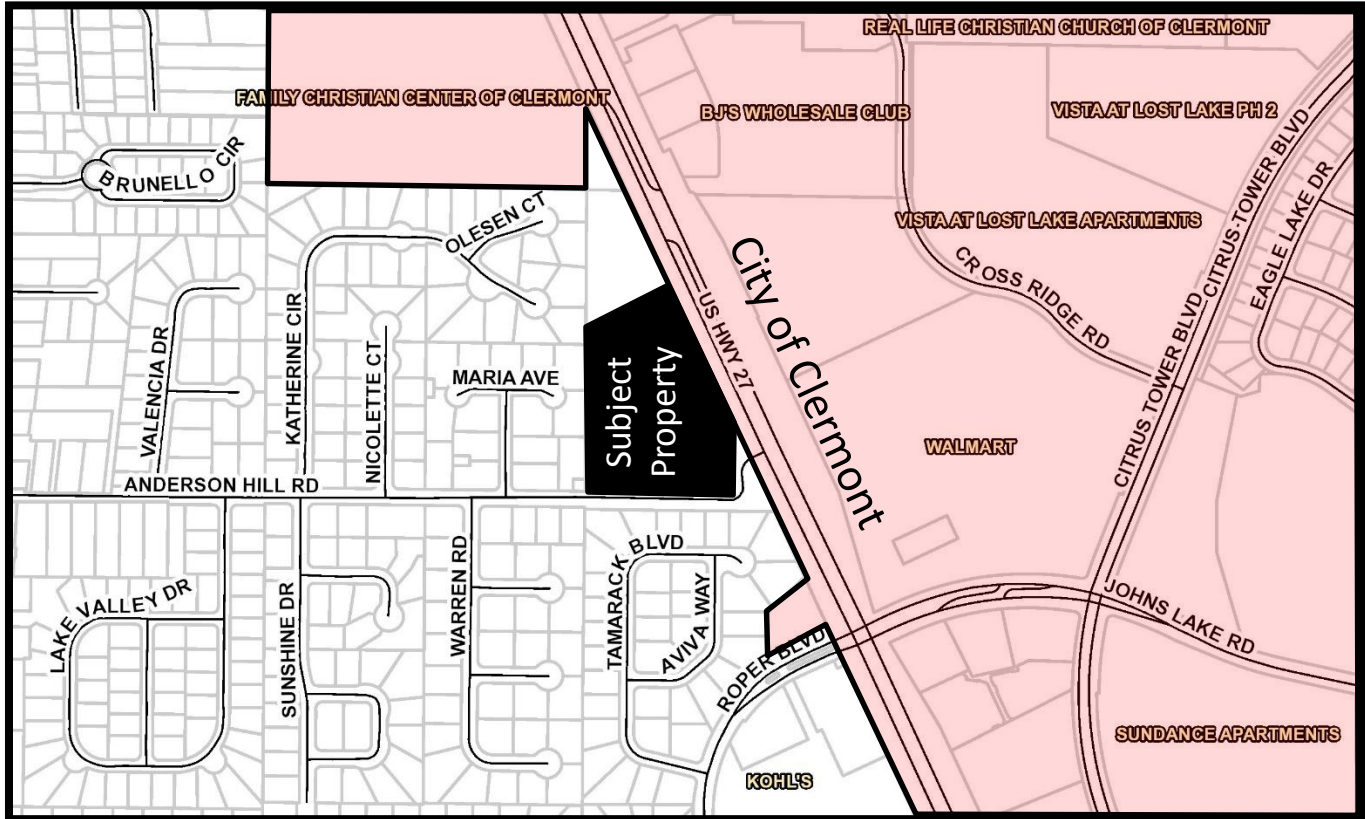


Exhibit - Annexation Map – Anderson Hill Retail





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: Dec 21, 2016

FEE: \$500.00

Project Name (if applicable): Anderson Hill Commercial

Applicant: AVID Group

Contact Person: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386 329-4000 Fax: _____

E-Mail: qrobertscpi@yahoo.com

General Location: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000; 13301 Anderson Hill Rd - Parcel#
09-22-26140002700001; & 12629 US Highway 27 - Parcel# 09-22-26140002200001)

Legal Description (include copy of survey): See attached legal description

Property size (in acres or square feet): 9.58 +/-

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

Existing (Actual) Land Use: _____

Existing Zoning: CP & CFD (County)

Existing Future Land Use: Urban Low Density (County)

Proposed Future Land Use: Commercial (City)

Type of development proposed: Commercial



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

Proposed Zoning District: C-2 (General Commercial District)

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).

See attached project description and justification statement.

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

Peter R. Pensa, 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 Urban Low Density (Lake County) to Commercial (City of Clermont) 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.

Peter R. Pensa

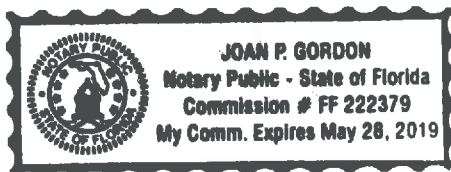
Affiant - Applicant Name (print)
Director of Planning
AVID Group

X

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by Peter R. Pensa

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



X

Notary Public, State of Florida at Large

My Commission Expires: May 28, 2019



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Quintus I. Roberts, Sr., who being

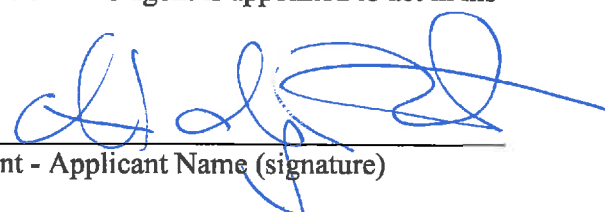
by me first duly sworn on oath, deposes and says:

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 Urban Low Density (Lake County) to Commercial (City of Clermont) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed AVID Group 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.

Quintus I. Roberts, Sr.

Affiant - Applicant Name (print)

X

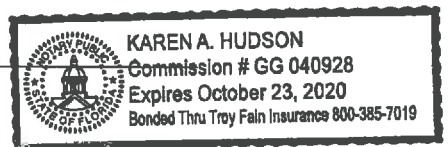

Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by Quintus I. Roberts, Sr.

or personally known by me this 22nd day of December, 2016.

X Karen A. Hudson
Notary Public, State of Florida at Large

My Commission Expires:



To Whom It May Concern:

Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711



STATE OF Florida COUNTY OF Putnam On
this the 22nd day of December 20 16 before me, the undersigned Notary Public of
the State of Florida, personally appeared Quintus I Roberts and whose
name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed
it. The individual(s) are X personally known to me, or presented the following
identification:

**NOTARY SEAL &
COMMISSION EXPIRATION:**

 **KAREN A. HUDSON**
Commission # GG 040928
Expires October 23, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. Whether justified by changed or changing conditions.
- b. Whether adequate sites already exist for the proposed district uses.
- c. Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.*** For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning



CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP
ANDERSON HILL RETAIL
CLERMONT, FLORIDA
1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, S24°35'30"E, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence N89°03'43"W along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.

THIS INSTRUMENT PREPARED BY AND RETURN TO:

RETURN

Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177

Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and
thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:

V.S. Roberts Family Trust-QIR, a Simple
Trust

Quintus Irving Roberts, Trustee

Witness #1 Signature

TRAVIS S. THOMAS

Witness #1 Printed Name

Joyce C. Norris

Witness #2 Signature

JOYCE C. NORRIS

Witness #2 Printed Name

STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as
Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced
driver's license as identification



Notary Public

TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

INSTRUMENT #2016114504
OR BK 4858 PG 593 - 594 (2 PGS)
DATE: 11/3/2016 9:50:50 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$8750.00

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 21st day of October, 2016, between CLERMONT SYNERGY, LLC, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to ANDERSON HILL DLSU, LLC, a Florida limited liability company, whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A portion of that part of Tract 22, lying West of U.S. Highway No. 27 in "LAKE HIGHLANDS COMPANY", a Plat of record in Plat Book 3, Page 24, Public Records of Lake County, Florida, located in Section 32, Township 22 South, Range 26 East, Tallahassee Meridian, Lake County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 22; thence along the West line thereof, North 00 degrees 12 minutes 07 seconds West, 61.46 feet; thence leaving said line, North 62 degrees 51 minutes 01 second East, 393.08 feet to the West right of way line of said U.S. Highway 27; thence along said line, South 25 degrees 21 minutes 30 seconds East, 270.00 feet to the South line of said Tract 22; thence along said line, North 89 degrees 36 minutes 41 seconds West, 465.20 feet to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CLERMONT SYNERGY, LLC,
a Florida limited liability company

By: Twistee, LLC,
a Florida limited liability company,
as managing member

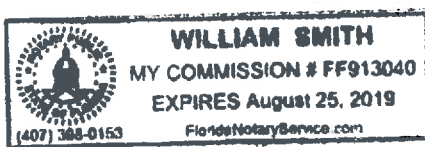
By: ALAN C. CHARRON
MANAGER

William Smith
Print Name: William Smith
Mike Charron
Print Name: MIKE CHARRON

STATE OF FLORIDA)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Alan C. Charron, as Manager of Twistee, LLC, a Florida limited liability company, as managing member of Clermont Synergy, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



William Smith
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

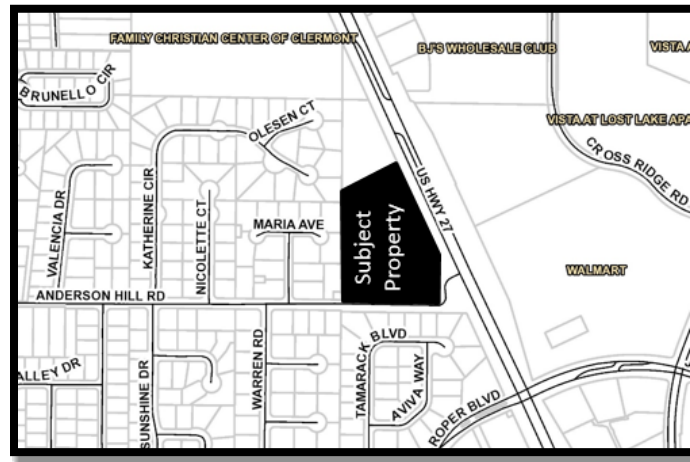
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-16

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, March 14, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 9.58 +/-acre parcel below from Lake County Urban Low Density to City of Clermont Commercial. Alternate Key 1453496, 3828239, and 2826541.



Location:

West and Northwest of the intersection of US Hwy 27 and Anderson Hill Rd
Ordinance #2017-16:

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

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
January 27 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-17 <i>Introduction</i> Anderson Hill Rezoning		
Requested Action		
Recommend introduction of Ordinance 2017-17.		
Staff Report		
The applicant, Avid Group, is requesting a rezoning of the subject property. This request is being heard concurrently with requests for annexation, small-scale comprehensive plan amendment and a conditional use permit. Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.5-acre property as a multi-tenant retail/commercial shopping center. Under Section 122-223 of the land development code, retail businesses and shopping centers are a permitted use in the C-2 General Commercial district. The applicant also has applied for a conditional use permit, since one of the buildings will occupy more than 20,000 square feet of floor space. The overall development will have up to 58,000 square feet of C-2 General Commercial use, of which approximately 3,500 square feet will be for outdoor patio use. Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The single-family residential to the west is approximately 15 feet higher than the proposed development and will be buffered by the landscaping on top of the retaining walls. The stormwater pond will also be located in the western portion of the site. The property along U.S. Highway 27 is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2017-17.doc	
2. Maps	Anderson Hill Retail Maps.pdf	
3. Application	REZ application.pdf	
4. Legal ad	REZ Anderson Hill legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-17

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

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

SECTION 1:

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

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

Alternate keys 1453496, 3828239, and 2826541

FROM Urban Estate
TO C-2 General Commercial

SECTION 2:

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

CITY OF CLERMONT
ORDINANCE No. 2017-17

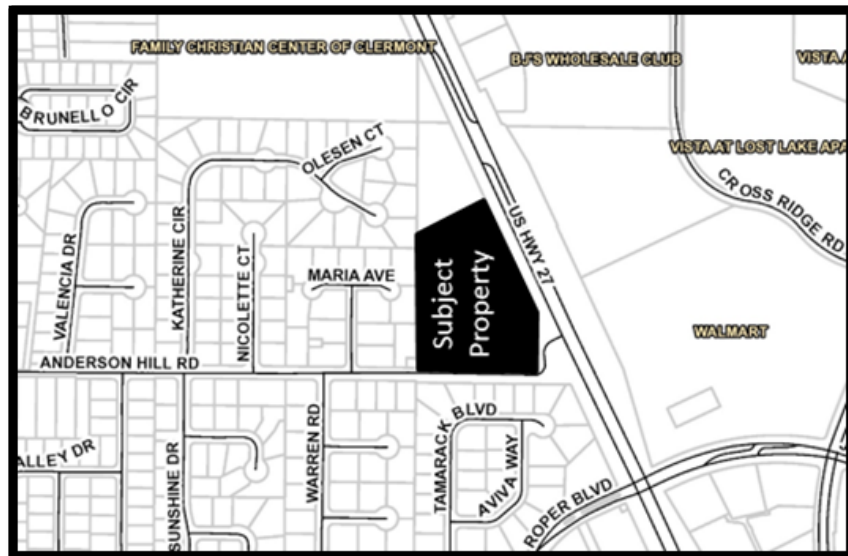
SECTION 3:

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

SECTION 4:

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-17

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

Exhibit - Location Map – Anderson Hill Retail

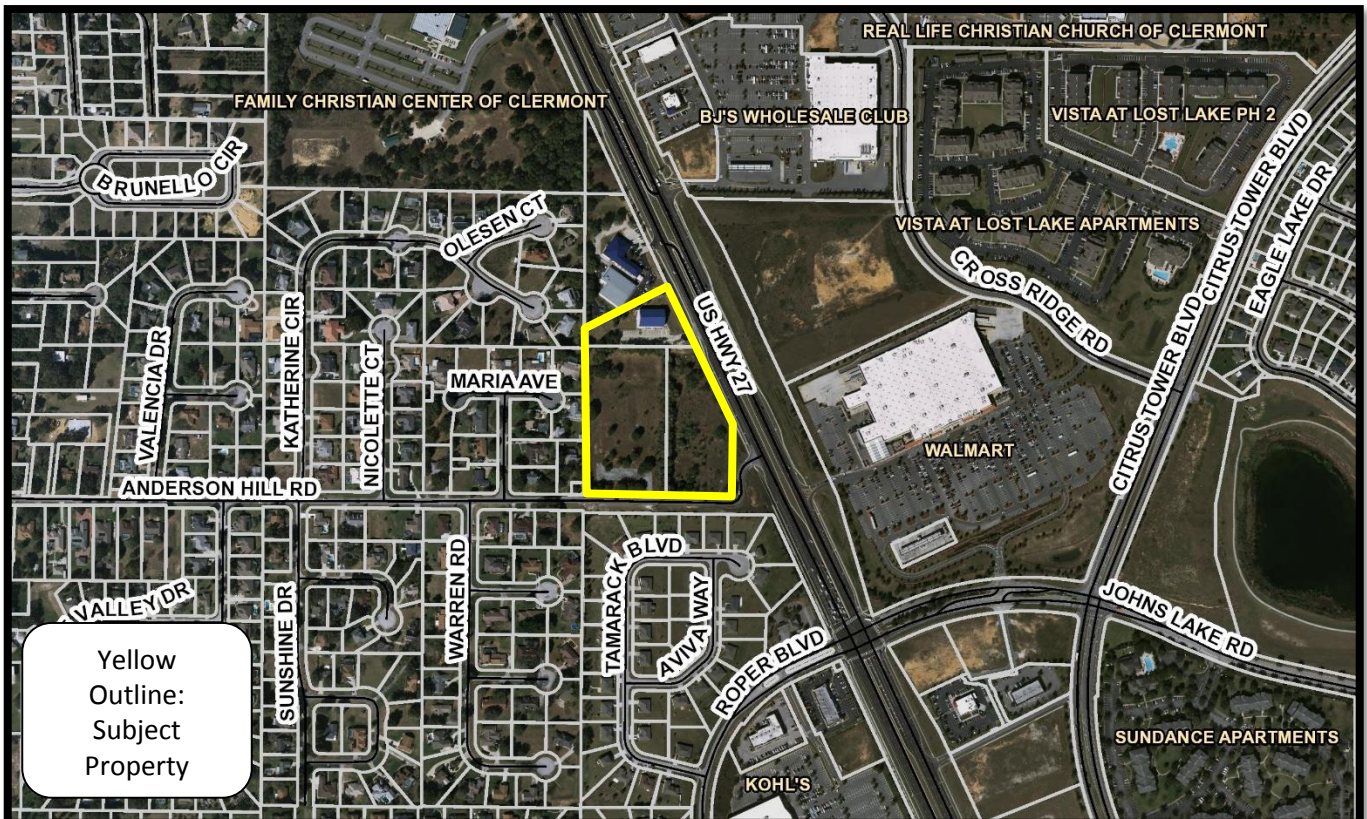
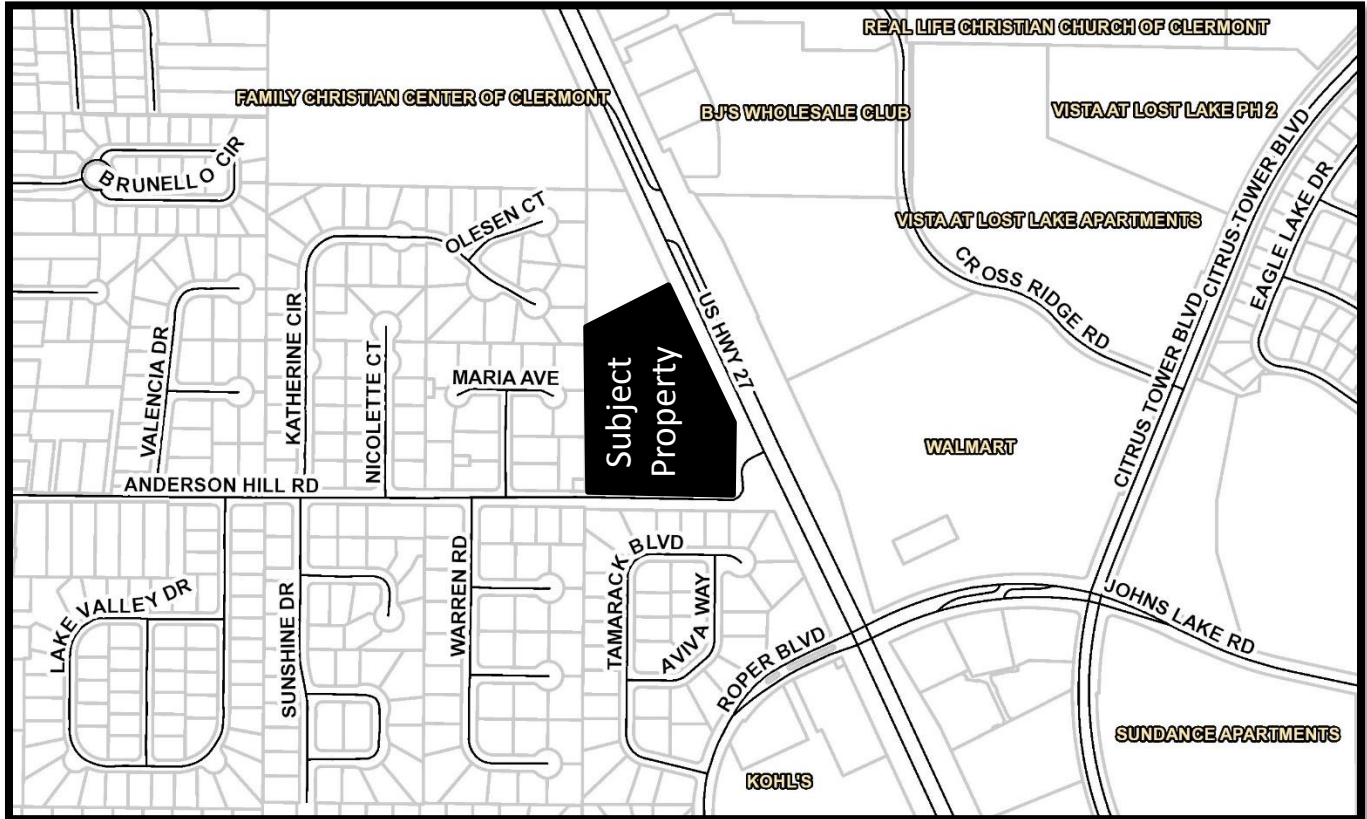


Exhibit – Future Land Use Map – Anderson Hill Retail

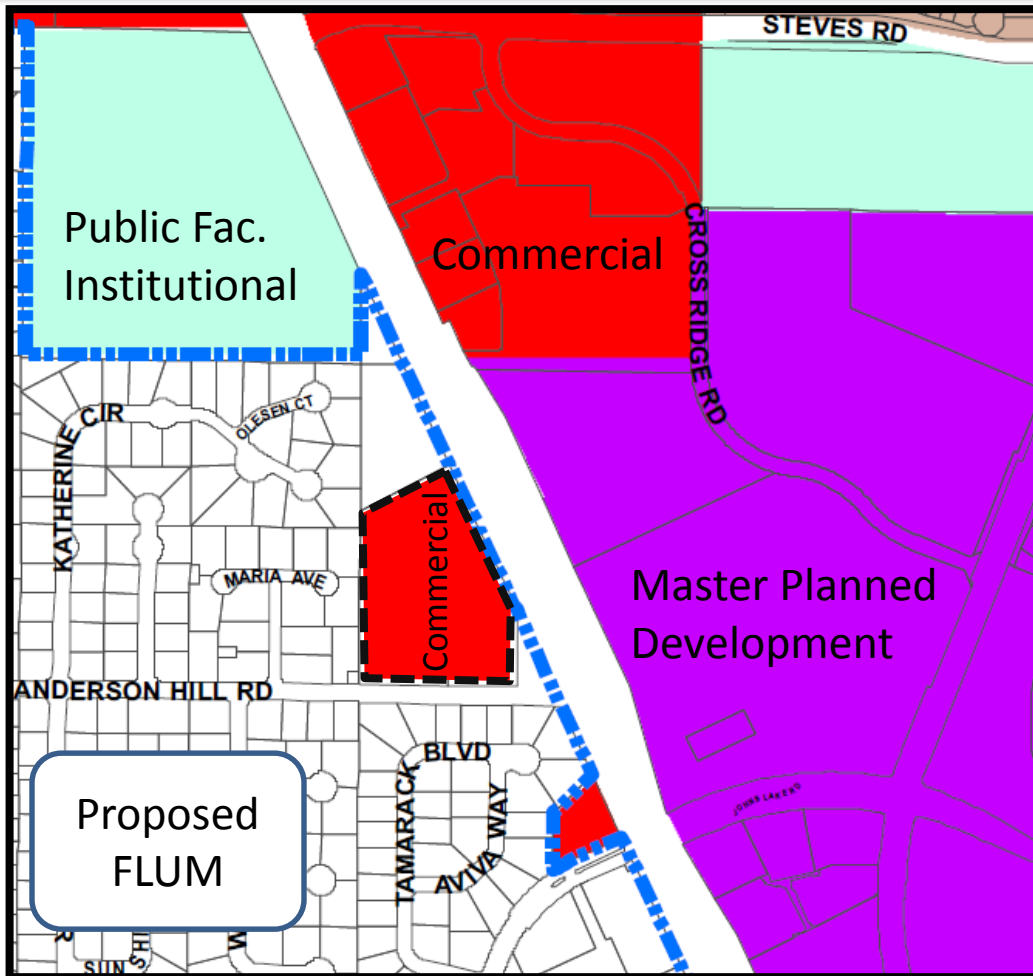


Exhibit – Zoning Map – Anderson Hill Retail

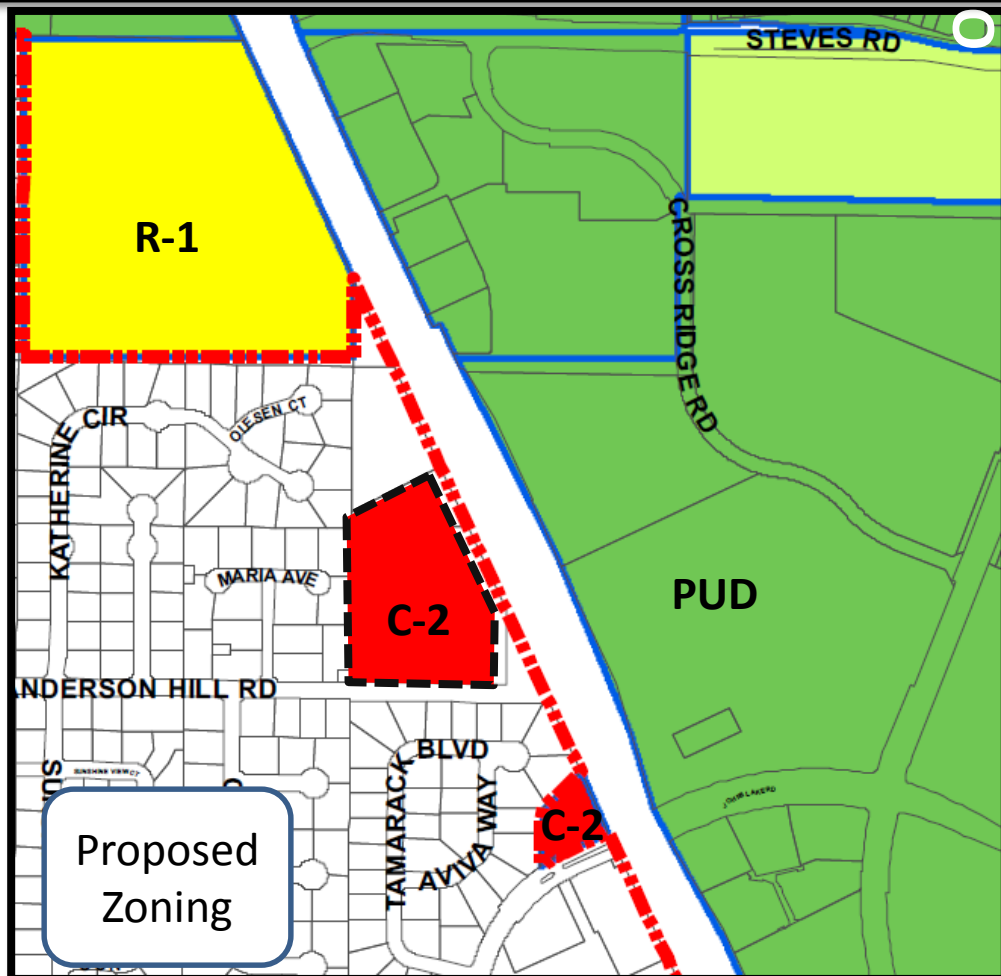
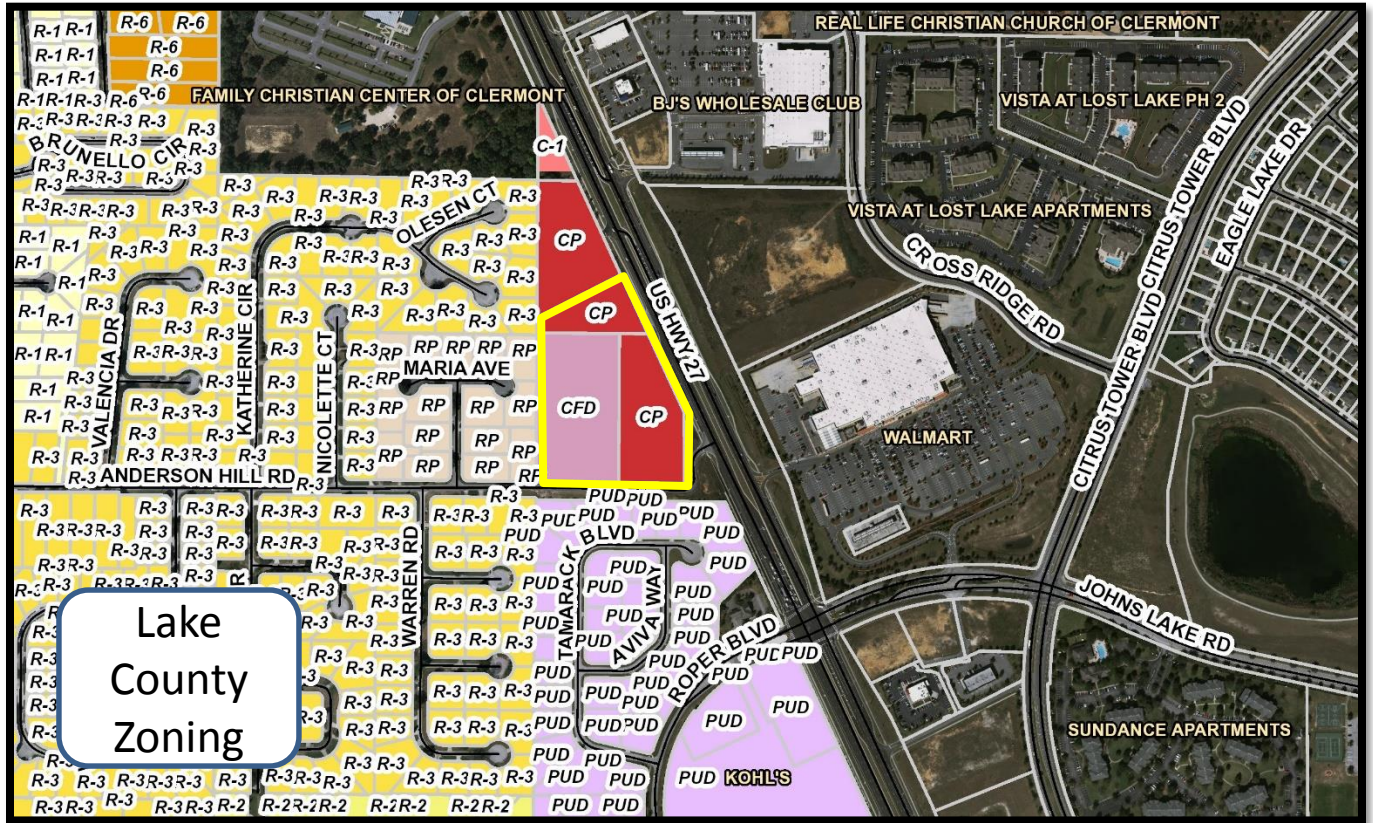
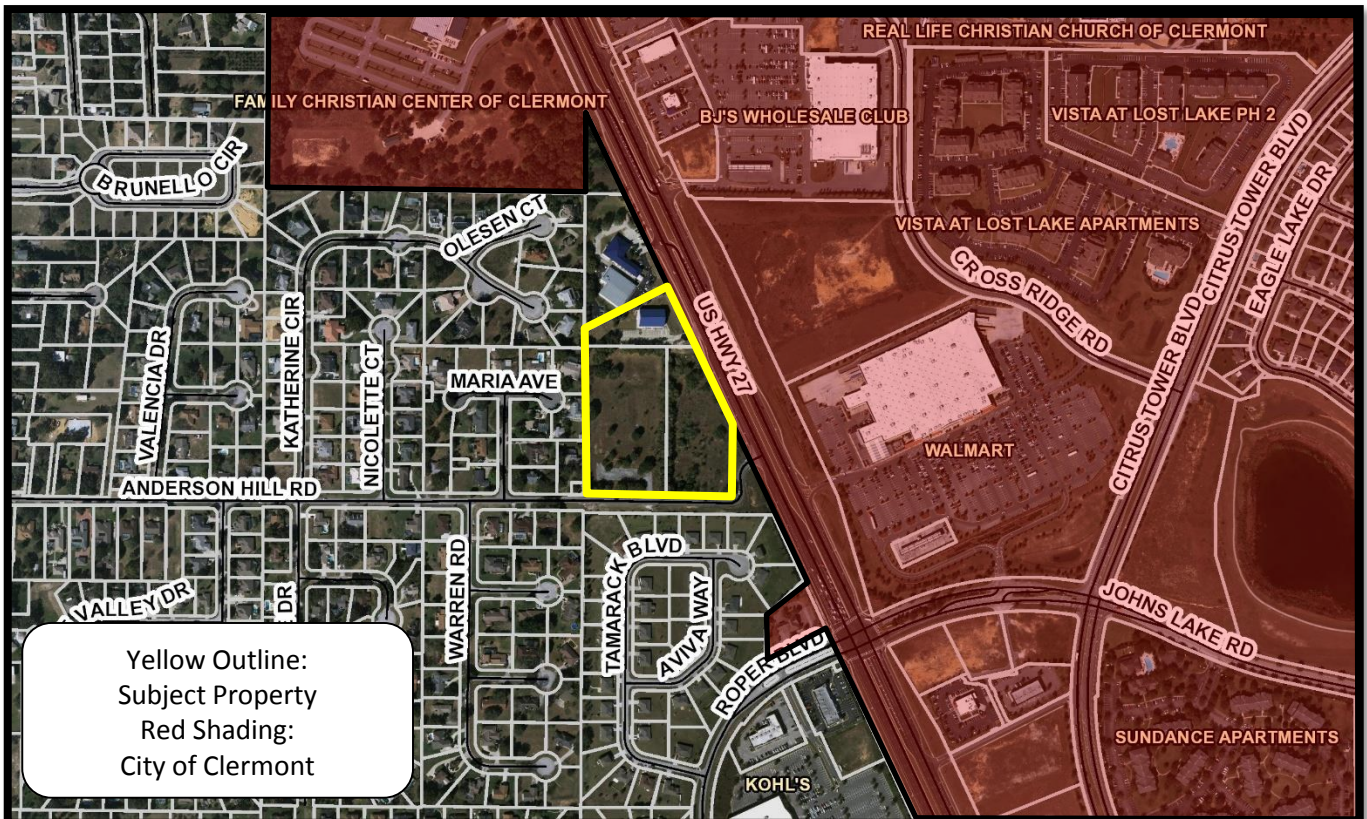
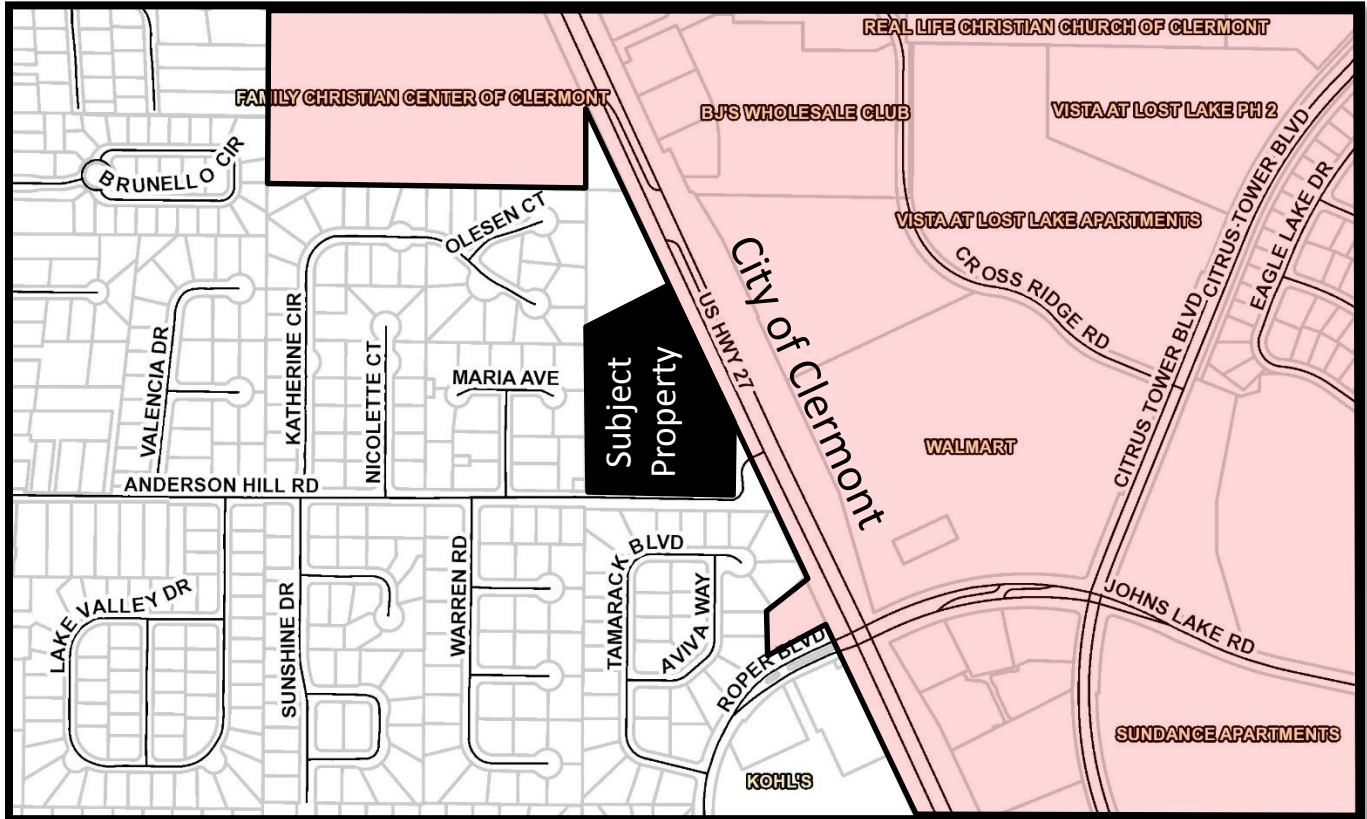


Exhibit - Annexation Map – Anderson Hill Retail





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: Dec 21, 2016

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Anderson Hill Commercial

APPLICANT: AVID Group

CONTACT PERSON: Peter Pensa, AICP

Address: 2300 Curlew Road, Suite 201

City: Palm Harbor State: FL Zip: 34683

Phone: 727-789-9500 x181 Fax: n/a

E-Mail: peter.pensa@avidgroup.com

OWNER: Anderson Hill DLSU, LLC

Address: 625 State Road 100

City: Palatka State: FL Zip: 32177

Phone: 386 329-4000 Fax: _____

Address of Subject Property: NWC of US Highway 27 & Anderson Hill Road
(no address - Parcel# 09-22-26140002700000;
13301 Anderson Hill Rd - Parcel# 09-22-26140002700001; and
12629 US Highway 27 - Parcel# 09-22-26140002200001)

Legal Description (include copy of survey): See attached legal description

Acreage: 9.58 +/- Land Use: Urban Low Density (County)
(City verification required)

Present Zoning: CP & CFD (County) Proposed Zoning: C-2 (City)
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

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

See attached project description and justification statement.

Peter R. Pensa

Applicant Name (print)

X

A blue ink signature of Peter R. Pensa, written in a cursive style.

Applicant Name (*signature*)

Quintus I. Roberts, Sr.

Owner Name (print)

Managing Member

Anderson Hill DLSU, LLC

X

A blue ink signature of Quintus I. Roberts, Sr., written in a cursive style.

Owner Name (*signature*)

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

To Whom It May Concern:

This letter does hereby authorize AVID Group to act as our agent for and with all regulatory agencies, departments, and their personnel for the City of Clermont, Lake County, Florida Department of Economic Opportunity, Florida Department of Transportation, St. Johns River Water Management District, Florida Department of Environmental Protection, US Army Corps of Engineers, and any other utility providers or regulatory agencies in an effort to receive all approvals necessary for developing the proposed project on an approximately 9.48 acres, m.o.l. tract that is generally located on the west side of U.S. Highway 27, north of Anderson Hill Road in the City of Clermont (annexation proposed), Lake County, Florida.

Parcel ID Number:	Site Acreage	Street Address (if assigned):
09-22-26140002700000	3.24, acres m.o.l.	No Address, US Highway 27 Clermont, FL 34711
09-22-26140002700001	4.69, acres m.o.l.	13301 Anderson Hill Rd Clermont, FL 34711
09-22-26140002200001	1.55, acres m.o.l.	12629 US Highway 27 Clermont, FL 34711

Property Owner:

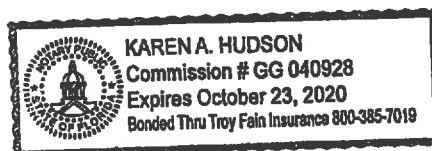
Name: Quintus I. Roberts, Sr.
Title: Managing Member
Anderson Hill DLSU, LLC
625 State Road 100
Palatka, FL 32177

STATE OF Florida COUNTY OF Putnam On
this the 22nd day of December 20 16 before me, the undersigned Notary Public of
the State of Florida, personally appeared Quintus I Roberts and whose
name(s) is/are subscribed to the within instrument, and acknowledge that he/she/they executed
it. The individual(s) are X personally known to me, or presented the following
identification:

WITNESS MY HAND AND SEAL:

**NOTARY SEAL &
COMMISSION EXPIRATION:**

Karen A. Hudson
NOTARY SIGNATURE





CIVIL ENGINEERING
LAND PLANNING
TRAFFIC/TRANSPORTATION
SURVEYING
GIS
2300 CURLEW ROAD STE 201
PALM HARBOR, FLORIDA
34683
PHONE (727) 789-9500
FAX (727) 784-6662
AVIDGROUP.COM

LOCATION MAP ANDERSON HILL RETAIL CLERMONT, FLORIDA

1"=500'

Anderson Hill Retail

Overall Legal Description:

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, Public Records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest Corner of Tract 22 as shown on the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22, N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the west right-of-way line of US Highway 27; thence along said west right-of-way line, S24°35'30"E, a distance of 269.86 feet to a point on the south line of Tract 22; thence continue along said west right-of-way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the north right-of-way line of Anderson Hill Road; thence N89°03'43"W along the said north right-of-way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the west line of Tract 27 as shown on said the Lake Highland Company Plat of Section 32, Township 22 South, Range 26 East; thence along said west line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres more or less.



THIS INSTRUMENT PREPARED BY AND RETURN TO:

Quintus Irving Roberts
625 State Road 100
Palatka, Florida, 32177

Property Appraisers Parcel Identification (Folio) Number: 092226-1400-027-00000

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 19th day of October, 2012 by Quintus Irving Roberts as Trustee of The V.S. Roberts Family Trust - QIR, a Simple Trust, whose post office address is 625 State Road 100, Palatka, Florida 32177 herein called the grantor, to Anderson Hill DLSU, LLC., a Florida Limited Liability Company whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in LAKE County, State of Florida, viz.:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART
HEREOF.

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and
thereafter.

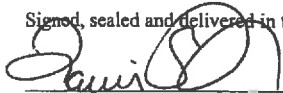
TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise
appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple;
that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said
land and will defend the same against the lawful claims of all persons whomsoever.

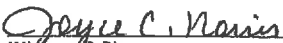
IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above
written.

Signed, sealed and delivered in the presence of:



Witness #1 Signature
TRAVIS S. THOMAS

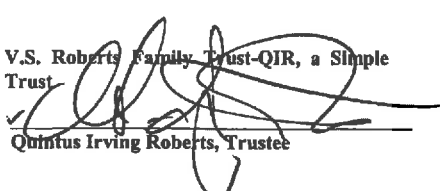
Witness #1 Printed Name



Witness #2 Signature
JOYCE C. NORRIS

Witness #2 Printed Name

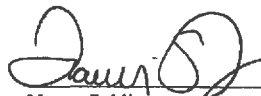
V.S. Roberts Family Trust-QIR, a Simple
Trust



STATE OF FLORIDA
COUNTY OF PUTNAM

The foregoing instrument was acknowledged before me this 19th day of October, 2012 by Quintus Irving Roberts as
Trustee of The V.S. Roberts Family Trust - QIR a Simple Trust who is personally known to me or has produced
driver's license as identification





Notary Public
TRAVIS S. THOMAS

Printed Notary Name

My Commission Expires:

Exhibit "A"

TRACT 27, AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS THE FOLLOWING:

BEGIN AT THE SOUTHWEST CORNER OF TRACT 27 AS SHOWN ON THE LAKE HIGHLAND COMPANY PLAT OF SECTION 32, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA: THENCE NORTH $00^{\circ}31'46''$ EAST ALONG THE WEST LINE OF SAID TRACT 27, A DISTANCE OF 638.50 FEET TO THE NORTHWEST CORNER OF SAID TRACT: THENCE SOUTH $88^{\circ}53'09''$ EAST ALONG THE NORTH LINE OF SAID TRACT 27, A DISTANCE OF 341.41 FEET; THENCE SOUTH $00^{\circ}31'46''$ WEST 637.45 FEET TO THE SOUTH LINE OF SAID TRACT 27; THENCE NORTH $89^{\circ}03'43''$ WEST ALONG THE SAID SOUTH LINE OF SAID TRACT 27, A DISTANCE OF 341.40 FEET TO THE POINT OF BEGINNING.

LESS ROAD RIGHT OF WAYS.

AKERMAN SENTERFITT
PO BOX 231
ORLANDO FL 32802



PREPARED BY AND RETURN TO:
SCOTT M. PRICE, ESQUIRE
AKERMAN LLP
420 South Orange Avenue
Suite 1200
Orlando, Florida 32801

INSTRUMENT #2016114504
OR BK 4858 PG 593 - 594 (2 PGS)
DATE: 11/3/2016 9:50:50 AM
NEIL KELLY, CLERK OF THE CIRCUIT COURT
LAKE COUNTY
RECORDING FEES \$18.50 DEED DOC \$8750.00

SPECIAL WARRANTY DEED

THIS WARRANTY DEED made this 27th day of October, 2016, between CLERMONT SYNERGY, LLC, a Florida limited liability company, whose post office address is 2345 West Sand Lake Road, Suite 100, Orlando, Florida 32809, hereinafter called the Grantor, to ANDERSON HILL DLSU, LLC, a Florida limited liability company, whose post office address is 625 State Road 100, Palatka, Florida 32177, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH:

That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in LAKE County, Florida, viz:

A portion of that part of Tract 22, lying West of U.S. Highway No. 27 in "LAKE HIGHLANDS COMPANY", a Plat of record in Plat Book 3, Page 24, Public Records of Lake County, Florida, located in Section 32, Township 22 South, Range 26 East, Tallahassee Meridian, Lake County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of said Tract 22; thence along the West line thereof, North 00 degrees 12 minutes 07 seconds West, 61.46 feet; thence leaving said line, North 62 degrees 51 minutes 01 second East, 393.08 feet to the West right of way line of said U.S. Highway 27; thence along said line, South 25 degrees 21 minutes 30 seconds East, 270.00 feet to the South line of said Tract 22; thence along said line, North 89 degrees 36 minutes 41 seconds West, 465.20 feet to the Point of Beginning.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other; and that said land is free of all encumbrances except for *ad valorem* taxes for 2016 and all subsequent years, and matters appearing of record in the Public Records of Lake County, Florida; provided, however, that this reference shall not serve to re-impose same.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

CLERMONT SYNERGY, LLC,
a Florida limited liability company

By: Twistee, LLC,
a Florida limited liability company,
as managing member

By: ALAN C. CHARRON
MANAGER

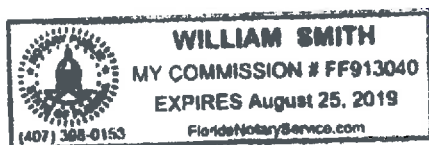
William Smith
Print Name: William Smith

Nike Charron
Print Name: NIKE CHARRON

STATE OF FLORIDA)
) ss:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 26th day of October, 2016, by Alan C. Charron, as Manager of Twistee, LLC, a Florida limited liability company, as managing member of Clermont Synergy, LLC, a Florida limited liability company, on behalf of the company, who is:

- ☒ personally known to me; or
- ☐ produced a driver's license issued by the _____ Department of Highway Safety and Motor Vehicles as identification; or
- ☐ produced the following identification: _____



ALAN C. CHARRON
NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

**Narrative & Justification Statement
Annexation/Small-Scale Comp Plan/Rezoning/
Conditional Use Permit Applications**

**Anderson Hill Commercial
NWC of US Highway 27 & Anderson Hill Road, Clermont, FL**

Project Description:

Subject property is comprised of three parcels totaling 9.58 acres of land located at the northwest corner of US Highway 27 and Anderson Hill Road in unincorporated Lake County. The properties are owned by Anderson Hill DLSU, LLC, who will combine the properties for (re)development as a multi-tenant retail/commercial shopping center.

The two parcels fronting US Highway 27 are currently zoned CP (Commercial Parkway) and the rear parcel is zoned CFD (Community Facility District) in unincorporated Lake County. All three parcels have a future land use map designation of Urban Low Density. The property owner/developer seeks annexation of the three parcels into the City of Clermont with C-2 (General Commercial District) zoning and Commercial future land use map designation. The northern parcel is currently developed with a 9,472 sq.ft., two-story commercial building that was previously occupied by West Star fitness center. The existing building and some of the associated site improvements (parking and retention pond) will be retained as part of the redevelopment.

The conditional use site plan is attached, which shows the overall layout as anticipated but the building footprints may change somewhat depending on the needs of specific tenants. Permitted uses within the development shall be those that are permitted within the City's C-2 (General Commercial District) zoning district.

Small-Scale Comprehensive Plan Amendment and Rezoning Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 82-226, the Planning Commission and City Council shall consider the following criteria. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

Review Criteria

- 1. Consistency with the comprehensive plan, or, in the case of a plan amendment, consistency with the remainder of the plan and its goals, objective and policies.**

Applicant's finding: The properties can be (re)developed consistent with the goals, objectives and policies of the City's comprehensive plan. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

Subject property is being annexed into the City of Clermont and therefore needs to have a City future land use map designation and zoning district assigned. The proposed C-2 (General Commercial District) zoning and Commercial future land use map designation are appropriate given the physical characteristics and location of the property and the development pattern of the surrounding area. One of the subject parcels is already commercially developed, as is the majority of this segment of the US Highway 27 corridor (from State Road 50 to the north to Hammock Ridge Road/Citrus Tower Boulevard to the south). For example, the property across US Highway 27 is located in the City and is developed as a WalMart Super Center. And, the adjacent property to the north is located in the County and developed as an automobile repair shop.

2. Consistency with applicable sections of this land development code.

Applicant's finding: The properties can be (re)developed consistent with the applicable sections of the City's land development code. The conditional use permit site plan has been submitted for concurrent review and approval to demonstrate the developer's intent and ability to do so.

3. Additionally, as to rezoning amendments:

- a. **Whether justified by changed or changing conditions.**
- b. **Whether adequate sites already exist for the proposed district uses.**
- c. **Whether specific requirements of this land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan.**

Applicant's finding:

- a. The changing condition that triggered the need for this land use amendment and rezoning is the pending annexation of these properties in order to (re)develop and connect to the City's central sewer system. Thus, rezoning within the City of Clermont is both necessary and justified.
- b. Two of the three parcels are already zoned for commercial uses within Lake County. The third parcel is currently church owned and thus has master plan zoning in the County that allows for institutional uses. Consolidation of all three parcels for the proposed commercial development project makes sense because it provides adequate site area and depth to address changes in topography and it overcomes the irregular shapes and depths of the existing commercial parcels.
- c. The project can be developed consistent with the City's land development code requirements, which by design are intended to provide use-based compatibility measures such as minimum building setbacks and landscape buffering between different uses.

Conditional Use Permit Evaluation Criteria:

Pursuant to Land Development Code (LDC) Section 86.144.(c), the Planning Commission and City Council may grant by resolution a conditional use permit that meets the following four general criteria and seven specific development standards. In furtherance of this requirement, the applicants' professional land planning and engineering consultant has made the following findings in support of the project:

General Criteria

- 1. The granting of the conditional use permit will not adversely affect the officially adopted comprehensive plan of the city;**

Applicant's finding: The development will not adversely affect the City's comprehensive plan. The conditional use permit is requested for the purpose of annexing and (re)developing the property within the City of Clermont on central water and sewer service. Two of the three parcels are already zoned for commercial uses in Lake County.

- 2. Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;**

Applicant's finding: The proposed commercial development will comprise of uses typically found in a shopping center such as retail businesses, personal service establishments, fitness centers, restaurants, and offices. The range of permitted uses shall be as allowed within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 3. The proposed use will comply with the regulations and conditions specified in the codes for such use; and**

Applicant's finding: The development will comply with the regulations and conditions specified for said uses within the City's C-2 General Commercial District (LDC Sec. 122-223).

- 4. The proposed use may be considered desirable at the particular location.**

Applicant's finding: The proposed commercial uses are considered desirable at this location. There is a need for more shopping center tenant space in the area, as demonstrated by retailer interest in the project.

Specific Development Standards

1. ***Density or intensity, character and type of development.*** The density or intensity, character and type of development shall be in conformance with the city's comprehensive plan, future land use map, future land use district designation and zoning district classification.

Applicant's finding: The proposed commercial development is consistent with the character and type of development that is allowed within the requested City land use and zoning classifications of Commercial and C-2 General Commercial District, respectively, which allow a maximum density of 12 du/ac (none proposed) and a maximum intensity of 0.25 FAR and 0.80 ISR. There are no residential units proposed and the conditional use permit site plan shows the project's proposed intensity of 53,972 sq.ft. (0.13 FAR).

2. ***Compatibility of development.*** The compatibility of the development with terrain and surrounding development as to type and size of unit and height shall be considered. The development shall be so located and designed to avoid undue noise, odor, traffic or other nuisances and dangers to abutting property owners.

Applicant's finding: The development is compatible with the terrain and surrounding development pattern. Consolidation of the three parcels for redevelopment allows the property to be graded and developed consistent with the City's grading standards. In addition to traditional compatibility measures such as minimum building setback and landscape buffer requirements, the design further enhances compatibility because of the site needing to be terraced and lowered (relative to the residential lots to the west), which in turn further increases the building setbacks and buffering, further reduces light and noise associated with traffic circulation since vehicles will be below the abutting residential grade level, and ensures that stormwater runoff is directed away from the neighborhood.

3. ***Transportation.*** The city transportation system or streets must be of sufficient width and capacity to serve the demands created by the development. Dedication of rights-of-way, frontage or reverse frontage roads and other necessary improvements shall be considered and addressed.

Applicant's finding: The right-of-way width and streets are adequate to serve the project. There was previously a 40' right-of-way dedication along Anderson Hill Road. The developer is proposing to construct left and right turn lane access improvements on US Highway 27 as shown on the site plan to serve the demands of the development.

4. ***Utilities.*** Sanitary sewer, potable water, reuse water, fire hydrants and other utilities must be available and have capacity to serve the development. For commercial or industrial development, the quality of the wastewater must be in conformance with section 66-76 et seq.

Applicant's finding: Utilities are available to serve the development. Potable water is adjacent to the site and provided by Utilities Inc. The developer will install water and fire service connections as needed to serve the development. The developer will be installing an on-site lift station and an off-site sewer main extension in order to connect to the City of Clermont's existing sanitary sewer system. Wastewater discharge shall comply with the requirements of Code Section 66-76.

5. ***Stormwater management.*** The capability, capacity and location of the city storm sewer system for serving the development must be considered, as well as adequacy of project design to provide retention and positive outfall of stormwater.

Applicant's finding: The development does not outfall into a City-maintained system. It drains into the FDOT right-of-way. The project's design will abide by all of the stormwater release rate and volume criteria of FDOT, SJRWMD, and the City.

Due to the fact that the existing site contains significant depressional storage, the existing site does not release much of its stormwater runoff. The design of the proposed development will have to mimic the same low-discharge scenario. Very little runoff from the developed site is expected to leave the site. Almost all of the project's runoff will be retained and percolated.

The rates and volumes of water to be discharged from the property were anticipated in the design of FDOT's US 27 drainage system. The project is not anticipated to overburden any downstream drainage systems.

The project will include an outfall structure to allow its permitted discharges, as well as allowing runoff from storms greater than the design storm to exit the site without creating adverse on-site flooding conditions.

6. ***Site planning.*** The development shall be planned and designed to consider:
- a. Effectiveness of plotting or building layout (street patterns, required yards, etc.).
 - b. Orientation of units (setback, open space).
 - c. Avoidance of environmentally sensitive areas (floodplain, steep slopes, unstable soil, drainage or wetland areas).
 - d. Consideration of visual resources (view and aesthetics).
 - e. Landscaping, buffering and screening (for privacy and to screen parking or undesirable features).
 - f. Provision of open space areas or private recreation areas.
 - g. Off-street parking and loading areas, where required, with particular attention to noise, glare or odor as they may affect adjoining properties. Adequate off-street parking shall be provided in conformance with city codes. Residential construction must be provided with required off-street parking in all districts.

- h. Ingress and egress to property and proposed structures thereon, with particular reference to automobile and pedestrian safety, traffic flow and control and access in case of fire. Access to refuse collection areas shall be provided.

Applicant's finding: All of these items have been taken into consideration in the planning and design of the development. The buildings, drive-thru facilities, and outdoor patio areas are located toward the front of the site in order to orient activity toward the street and away from the neighborhood. The stormwater pond/open space and parking are primarily oriented toward the rear of the site for increased separation from the neighborhood. Site access is limited to one driveway per street to minimize impacts on traffic flow and there are multiple routes for safe and convenient vehicular circulation within the development. Sidewalks are provided for pedestrian safety and interconnectivity between all uses/buildings within the development and from the two abutting streets.

7. ***Solid waste disposal.*** For commercial and industrial development, the capacity to dispose of solid waste, with particular reference to any hazardous wastes generated.

Applicant's finding: There is adequate capacity to dispose of solid waste from the development. Hazardous waste generation is not anticipated since the development is a shopping center with typical uses such as retail businesses, personal service establishments, fitness centers, restaurants, offices, and bank/ATM facilities.

Prepared by:
AVID Group



Peter Pensa, AICP
Director of Planning

LEGAL NOTICE

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

ORDINANCE NO. 2017-17

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

LOCATION

West and northwest of the intersection of US Highway 27 and Anderson Hill Road
Alternate keys 1453496, 3828239, and 2826541

LEGAL DESCRIPTION

Tract 27 together with a portion of Tract 22, as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, Plat Book 3, Page 24, public records of Lake County, Florida. Being more particularly described as:

Begin at the Southwest corner of Tract 22 as shown on the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East, recorded in Plat Book 3, Page 24, of the public records of Lake County, Florida; thence along the West line of Tract 22 N00°31'25"E, a distance of 61.46 feet; thence N63°34'33"E, a distance of 393.00 feet to a point on the West Right-of-Way line of US Highway 27; thence along said West Right-of-Way line, S24°35'30"E, a distance of 269.86 feet to a point on the South line of Tract 22; thence continue along said West Right-of-Way line S24°35'30"E, a distance of 366.85 feet; thence S00°27'49"W, a distance of 266.03 feet to a point on the North Right-of-Way line of Anderson Hill Road; thence N89°03'43"W along the said North Right-of-Way line of said Anderson Hill Road, a distance of 620.93 feet to a point on the West line of Tract 27 as shown on said the Lake Highland Company plat of Section 32, Township 22 South, Range 26 East; thence along said West line of said Tract 27, N00°31'46"E, a distance of 598.50 feet to the Southwest corner of said Tract 22 and the Point of Beginning.

Containing a total of 9.47 acres, more or less.

FROM UE Urban Estate

TO City of Clermont C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 14, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

January 31 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-18 <i>Introduction Tommy's of Clermont Annexation</i>		
Requested Action		
Recommend introduction of Ordinance 2017-18.		
Staff Report		
The applicant, MKB Florida Holdings, LLC, is requesting annexation of the subject property. The vacant property is located south of S.R. 50 and east of Granville Avenue. The property is contiguous to the City limits to the west (U-Haul) and to the east (Veve at Castle Hill apartments). The property is approximately 9.8 acres in size and is in the City's water and sewer service area. The property is also located within the Joint Planning Area (JPA) with Lake County. The applicant wishes to receive services from the City in order to develop the property into a retail boat dealership and service center with up to 28,000 square feet of building space. This request is being heard concurrently with requests for a small-scale comprehensive plan amendment, rezoning and a conditional use permit to allow for a boat dealership and building greater than 20,000 square feet. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. The subject property is adjacent to the City limits, the City can provide services, and it is within the JPA. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2017-18.doc	
2. Maps	Tommys of Clermont Maps.pdf	
3. Application	Clermont Annexation_Application.pdf	
4. Legal ad	ANN Tommy's legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

Legal Description

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North ½ of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9.814 Acres +/-

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Lake County, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

CITY OF CLERMONT
ORDINANCE No. 2017-18

SECTION 3.

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

SECTION 4.

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

SECTION 5.

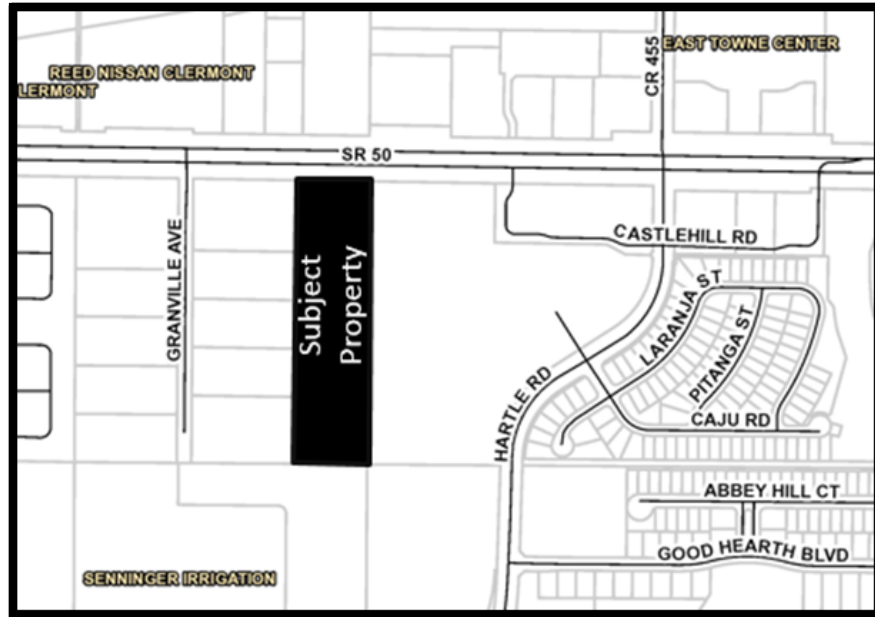
This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2017-18

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-18

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

Exhibit - Location Map – Tommy's of Clermont

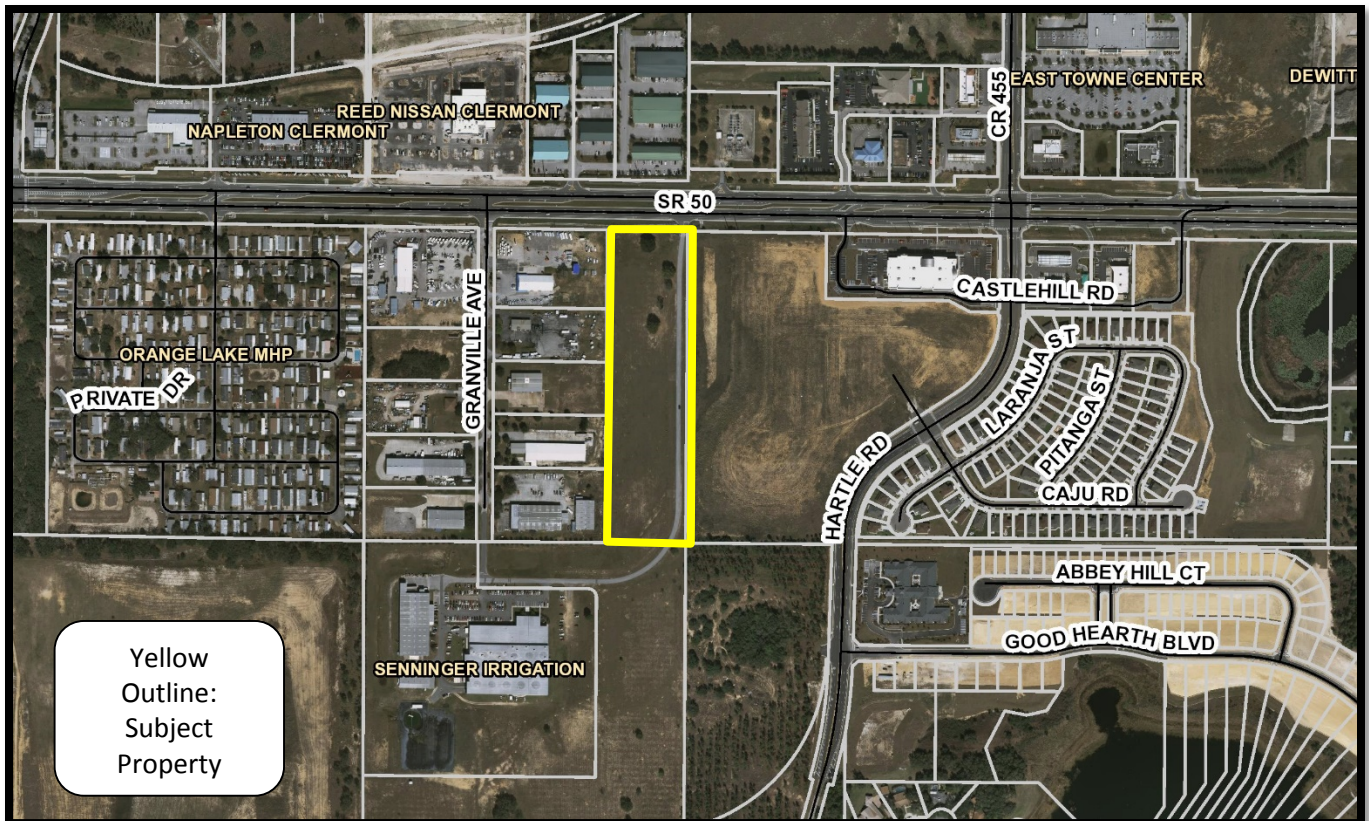
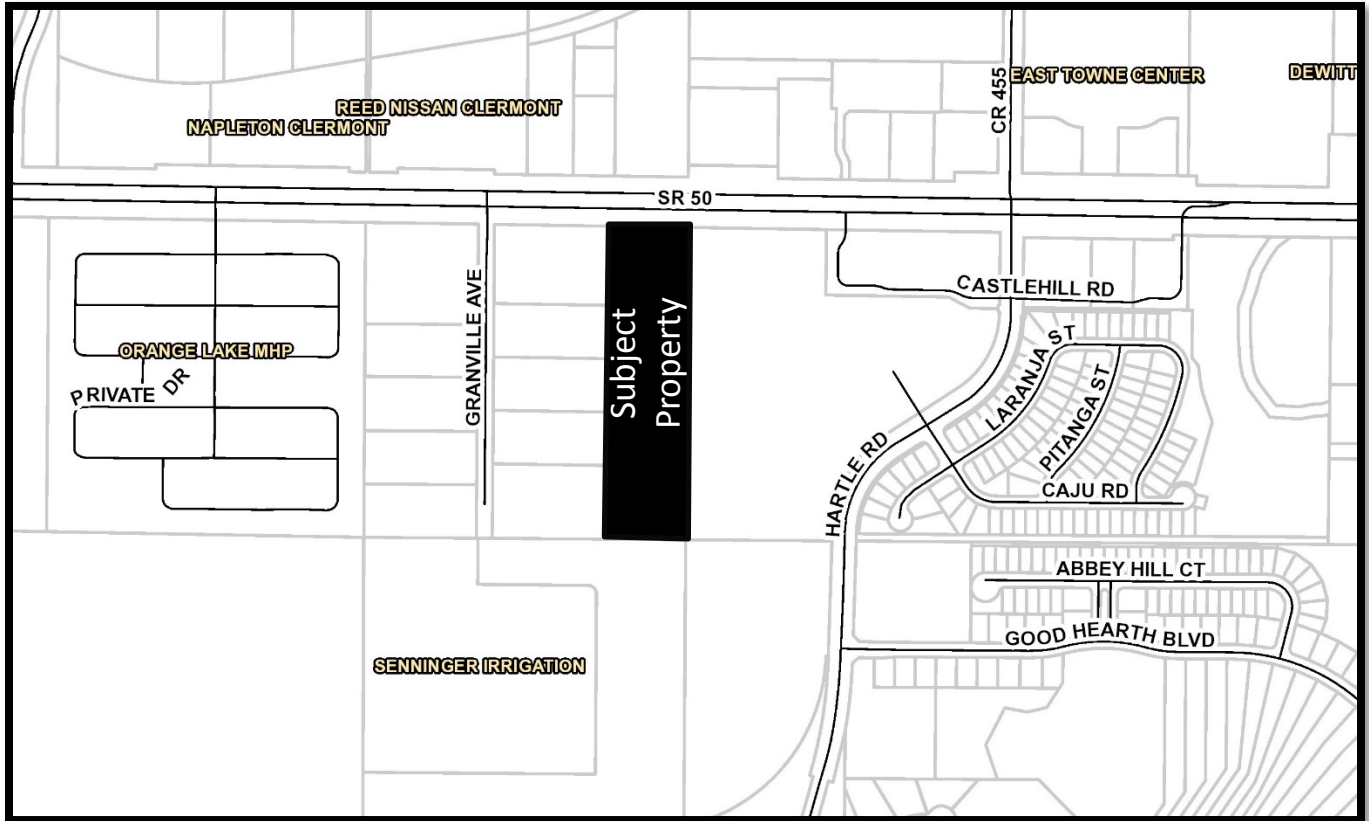


Exhibit – Future Land Use Map – Tommy's of Clermont

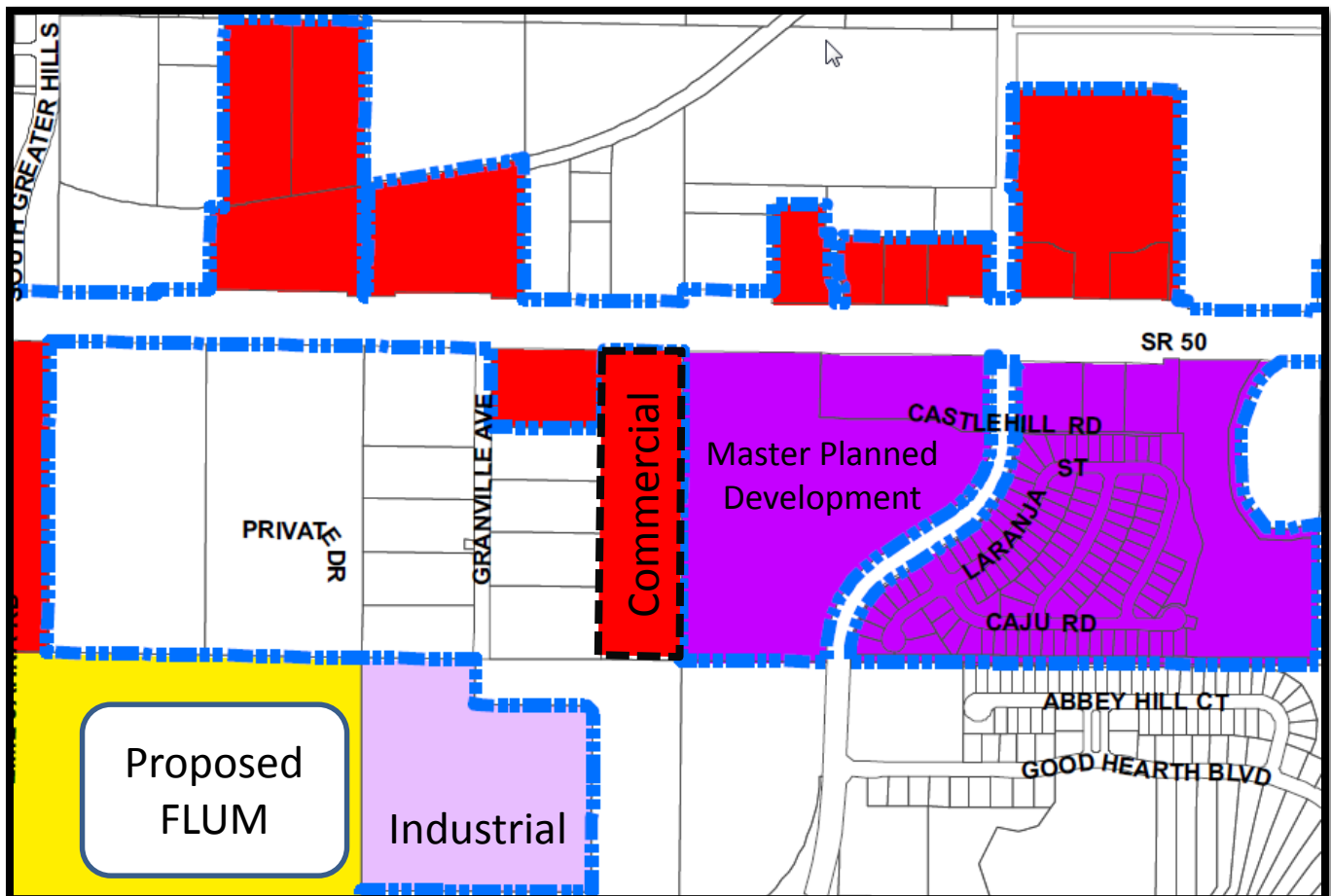
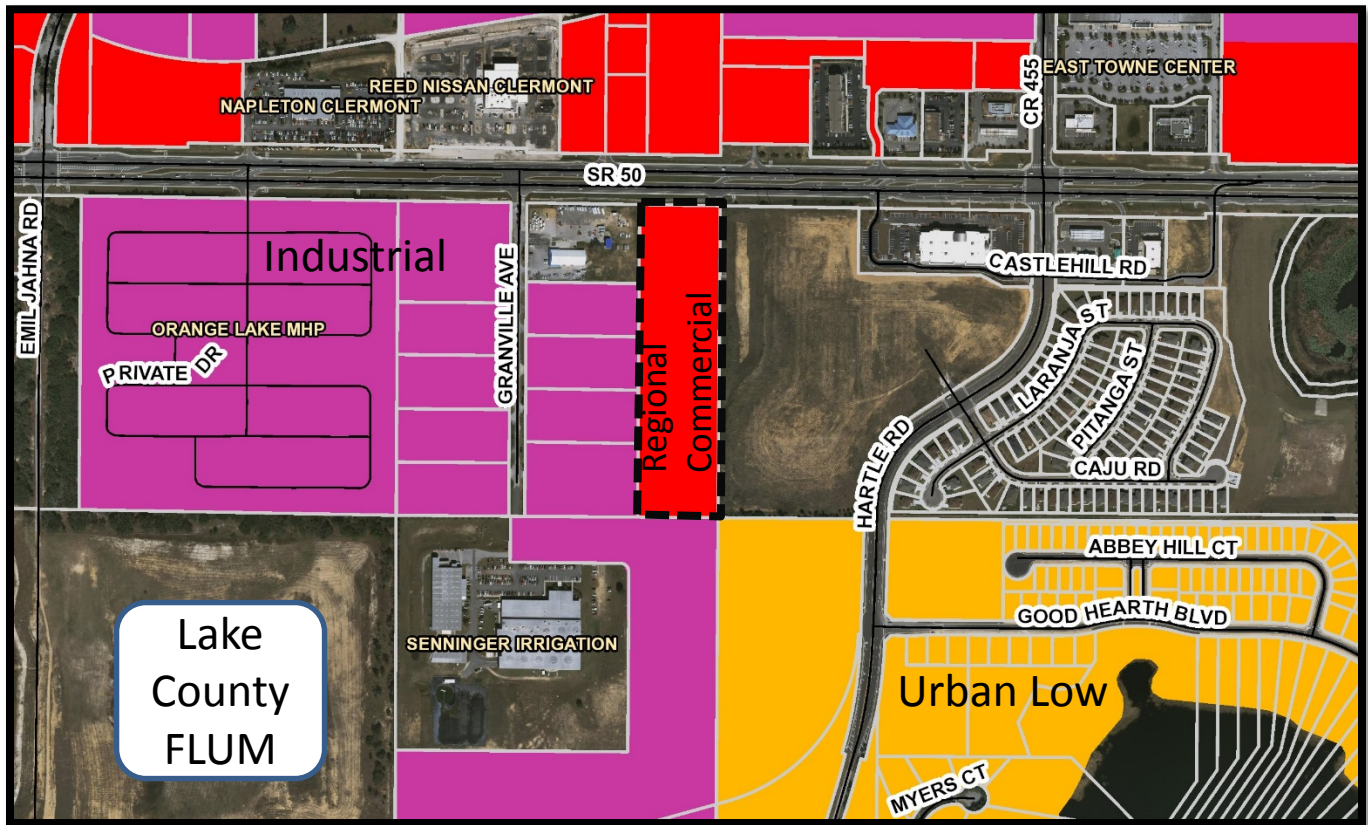


Exhibit – Zoning Map – Tommy's of Clermont

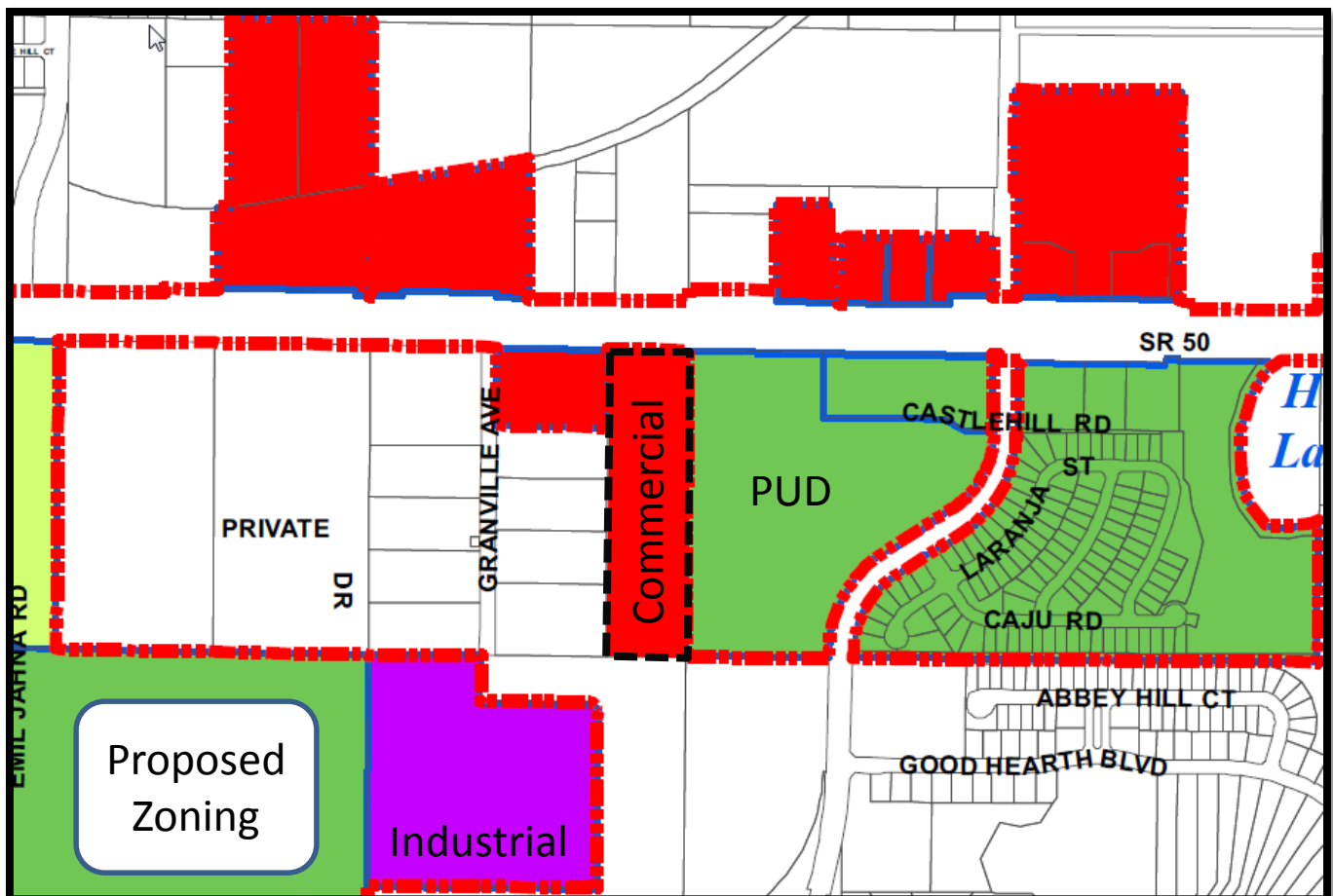
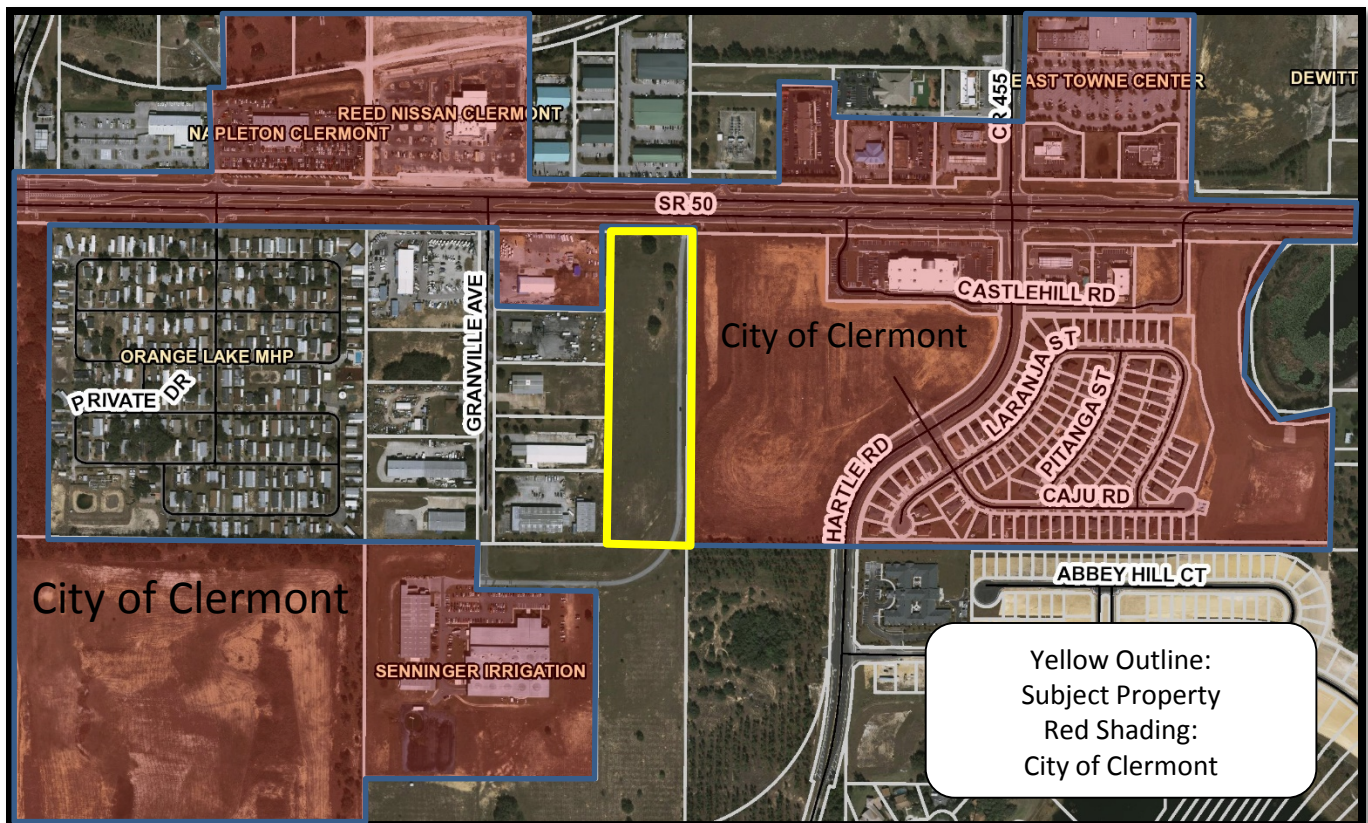
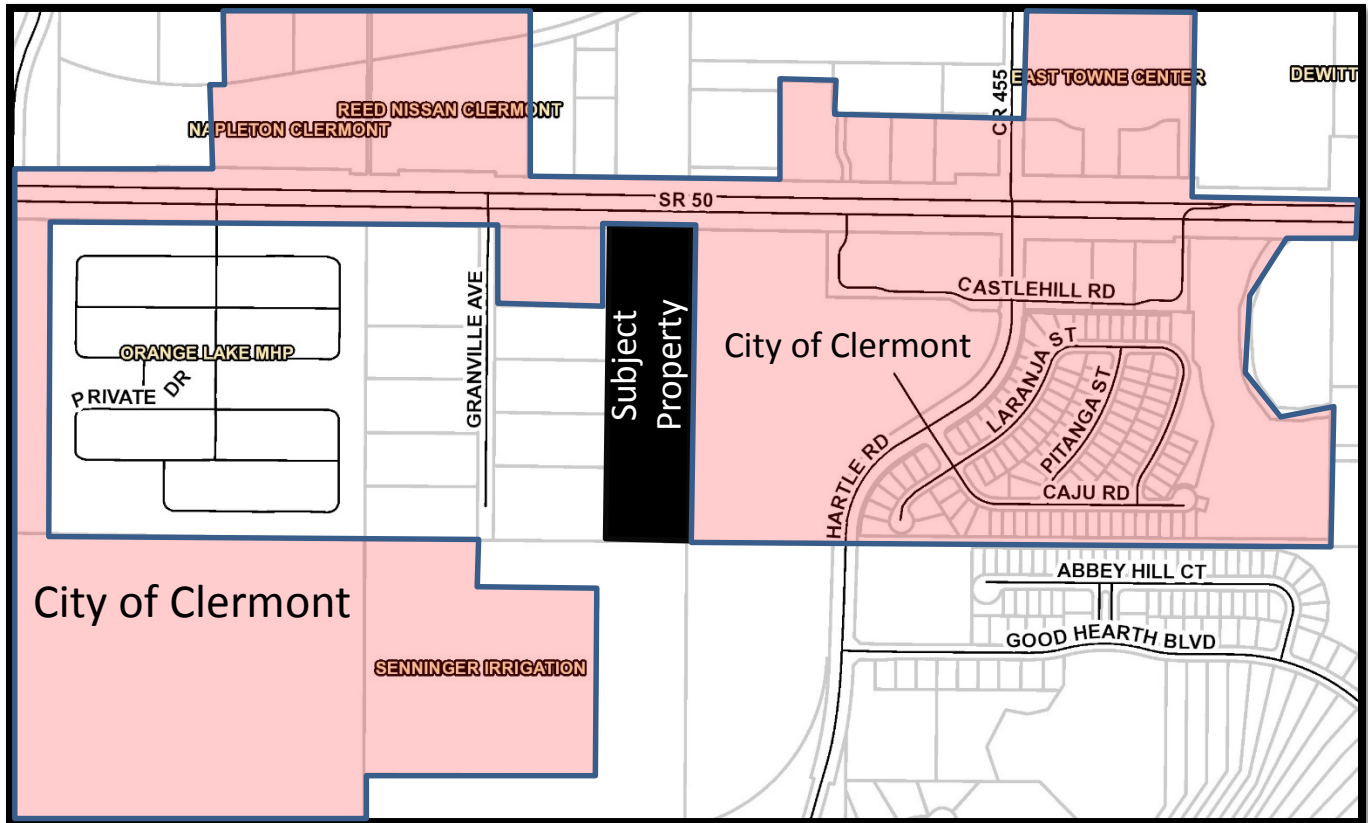


Exhibit - Annexation Map – Tommy's of Clermont





**CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION**

DATE: December 16, 2016

FEE: \$50.⁰⁰

Please type or print – use black pen/ink only.

PROJECT NAME (if applicable): Tommy's of Clermont

APPLICANT: MKB Florida Holdings, LLC

Address: 4020 West River Drive NE

City: Comstock Park State: MI Zip: 49321

Phone: 616-540-0447 Fax: _____

Applicant is: Owner: _____ Agent: _____ Purchaser: ☒ Lessee: _____ Optionee: _____

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont State: FL Zip: 34712-0853

Phone: 407-905-8206 Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: Southwest Quadrant State Road 50 and Hartle Road,
unincorporated Lake County, FL

Area of property: 9.814 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: vacant commercial

The property is PROPOSED to be used for: Boat Dealership/Service Center

Existing Lake County Land Use*: Regional Commercial

Existing Lake County Zoning*: Planned Commercial

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: None existing

State the reason or basis for this request: Owner desires annexation in order to utilize city utilities for new business.

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 26, Township 22, Range 26

See Attached & Survey

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

**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 9th day of JANUARY, 2017.

Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).

James E. Burks
Landowner (Petitioner)

James Burks, President, HRP Holdings, Inc.

1/9/17
Date

Wendy P. Hoth
Notary Public

5/19/2018
My Commission Expires



Wendy P. Hoth
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF124348
Expires 5/19/2018

OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: _____

Before me, the undersigned authority personally appeared _____
_____ (owner(s) name), who being by me duly sworn on
oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
utilization of City of Clermont utilities.

3. That said authority (owner) has appointed (agent's name) _____
_____ to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me
duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, 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.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X James E. Burks
Owner (signature)
James Burks, President, HRP Holdings, Inc.

Sworn to and subscribed before
me this 9th day of January,
20 17.

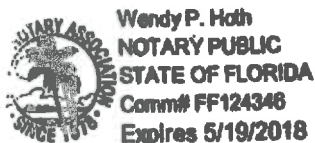
X _____
Agent's (signature)

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

Wendy P. Hath
Notary Public, State of FL
My commission expires: 5/19/2018

Notary Public, State of FL
My commission expires:

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 14, 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. 2017-18

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

A vacant parcel of land lying south of SR 50
approximately 500 feet east of the Granville Ave. and SR 50 intersection.

AK 1118204

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North 1/2 of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9.814 Acres +/-

See Map Below

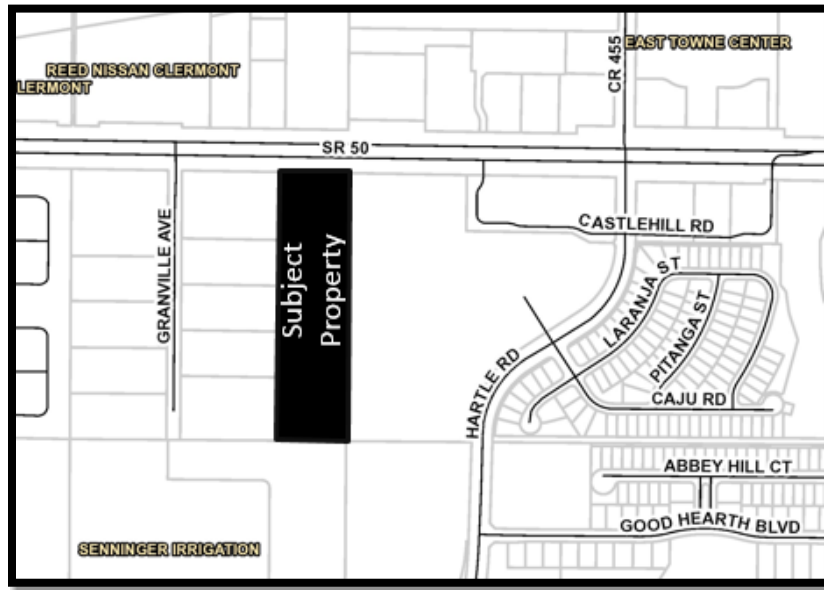
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC

City Clerk
Daily Commercial
February 21 and 28, 2017

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-19 <i>Introduction</i> <i>Tommy's of Clermont Small-Scale Comprehensive Plan Amendment</i>		
Requested Action		
Recommend introduction of Ordinance 2017-19.		
Staff Report		
The applicant, MKB Florida Holdings, LLC, is requesting a small-scale comprehensive plan amendment for the subject property. The vacant property is approximately 9.8 +/- acres in size. This request is being heard concurrently with requests for annexation, rezoning and a conditional use permit. The applicant wishes to develop the property and have City services available. The small-scale comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The Commercial designation is supported by the physical characteristics of the site and its location adjacent to S.R. 50. The property fronts a major arterial roadway and has existing commercial uses to the north and industrial uses to the west. The City's Commercial designation is very similar to Lake County's Regional Commercial future land use category. Staff recommends approval of the small-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA Ord. 2017-19.doc	
2. Maps	Tommys of Clermont Maps.pdf	
3. Application	Comp_Plan_Application.pdf	
4. Legal ad	CPA Tommy's legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2017-19

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

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

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

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

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

Section 1.

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

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North 1/2 of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.
Containing 9.814 Acres +/-
Alternate Key 1118204

CITY OF CLERMONT
ORDINANCE No. 2017-19

CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

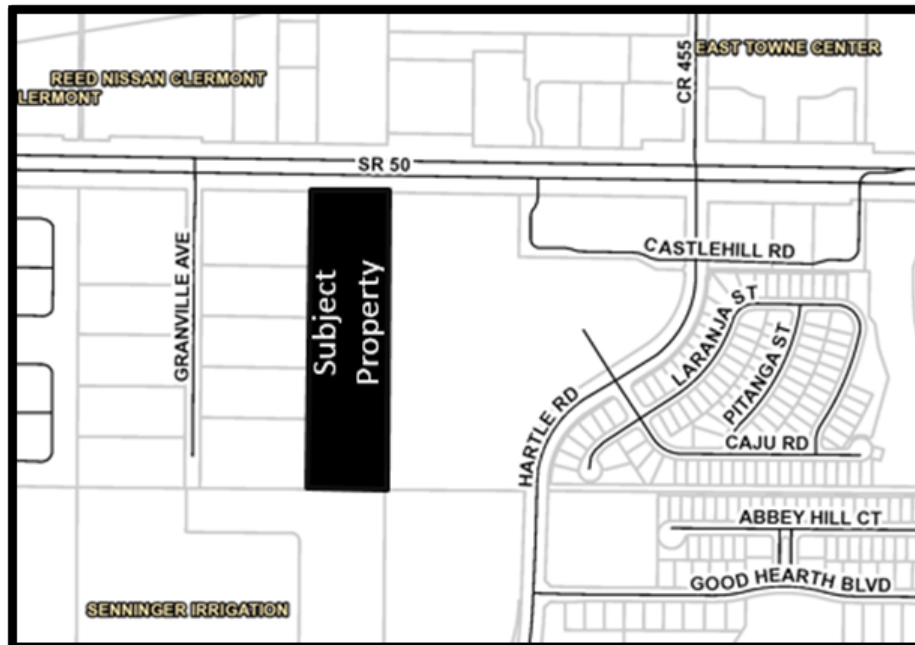
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-19

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 14th day of March, 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 – Tommy's of Clermont

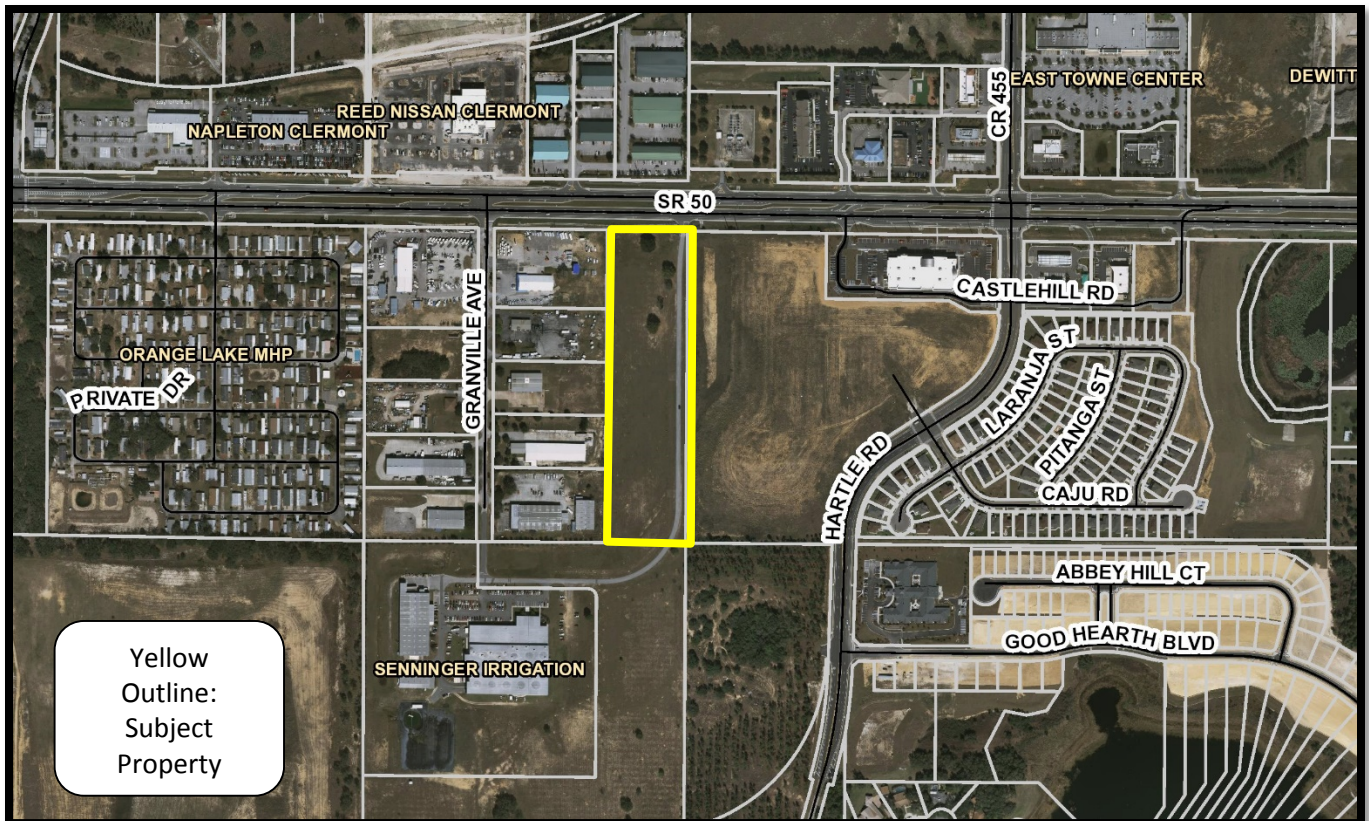
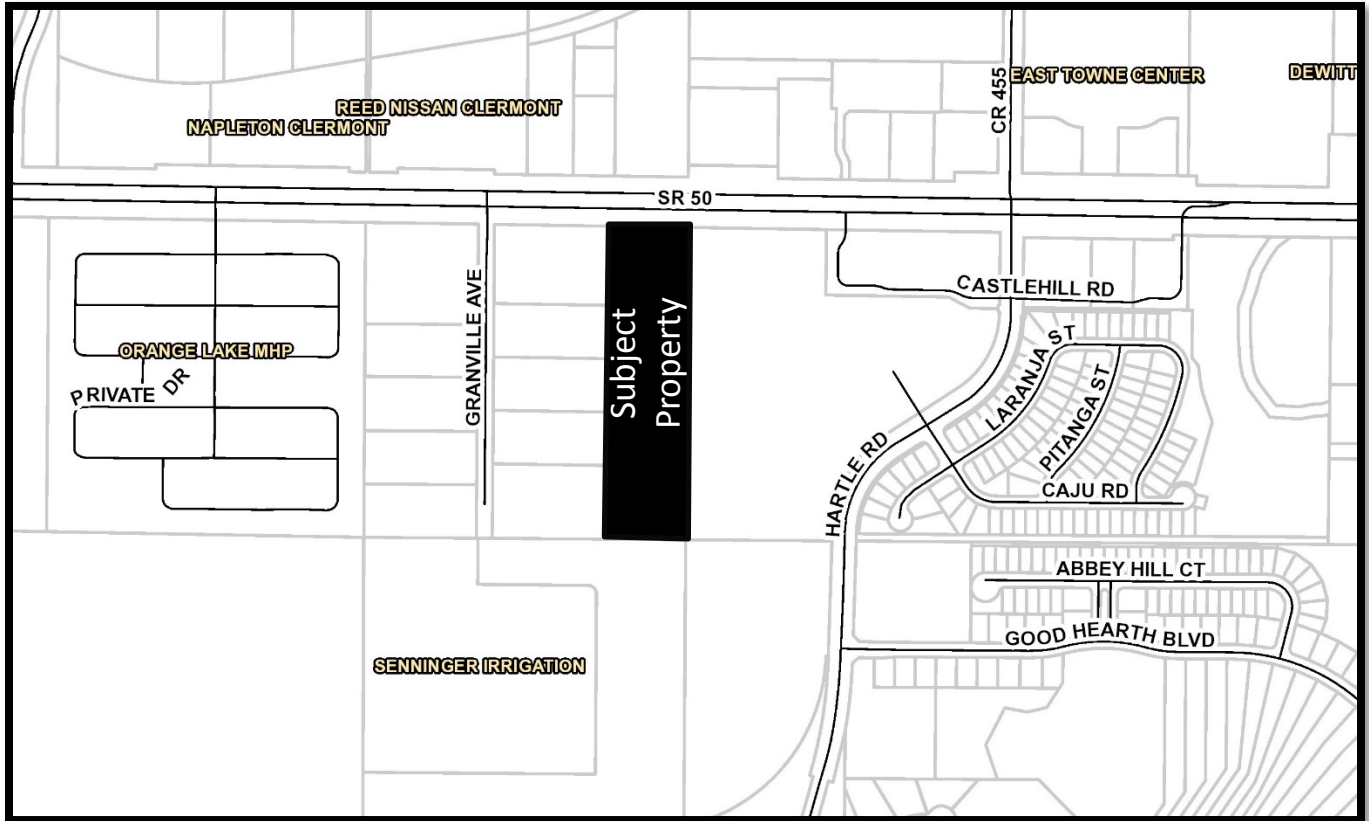


Exhibit – Future Land Use Map – Tommy's of Clermont

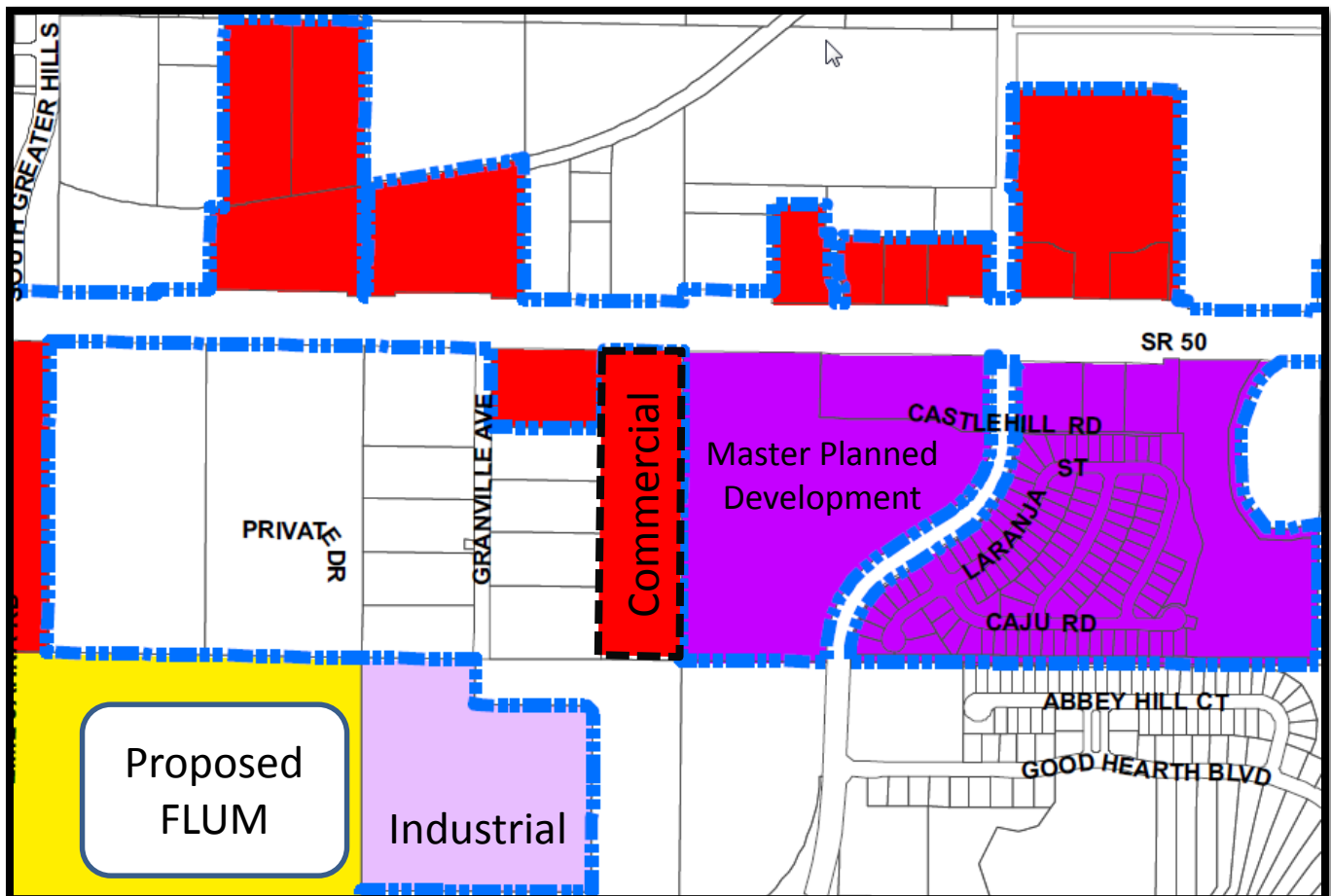
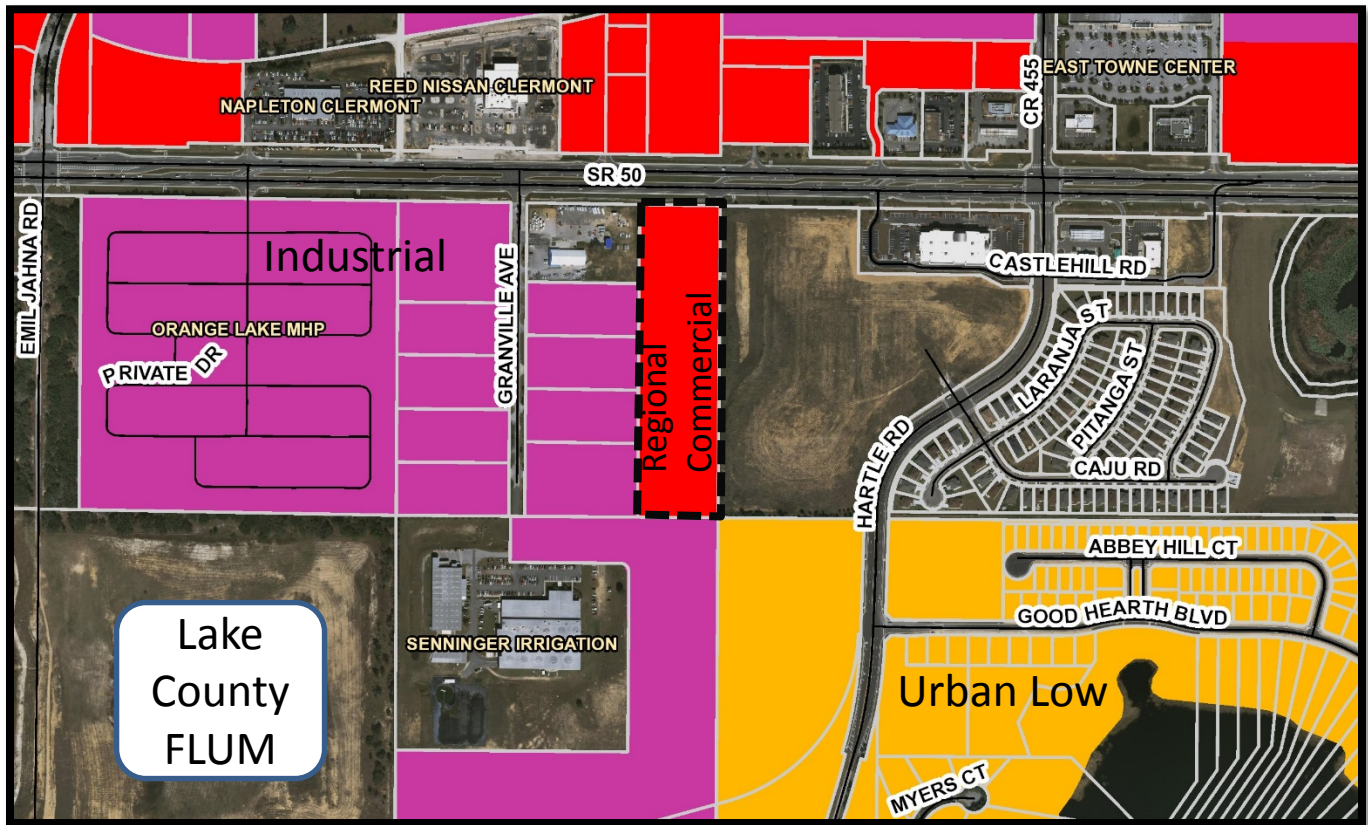


Exhibit – Zoning Map – Tommy's of Clermont

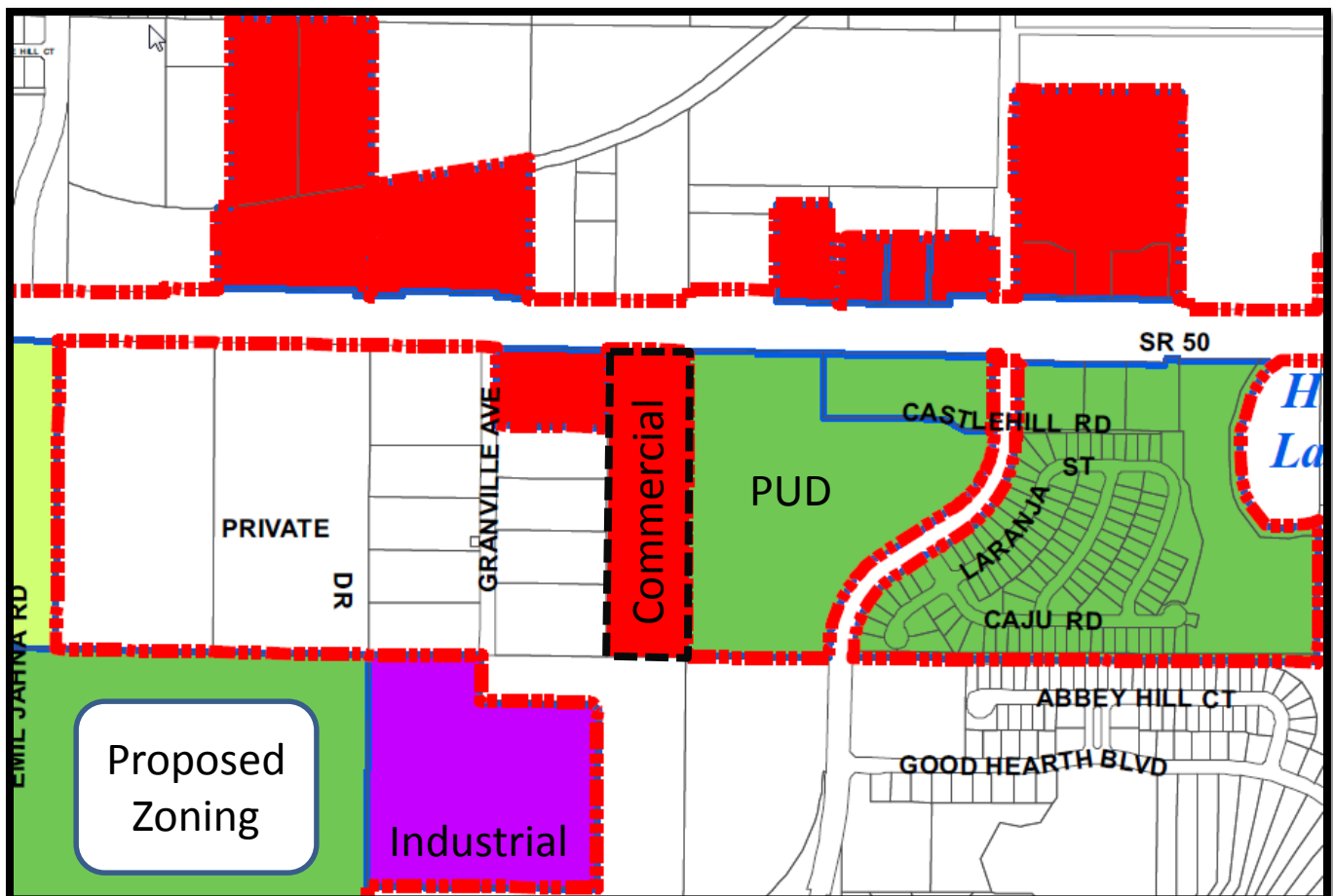
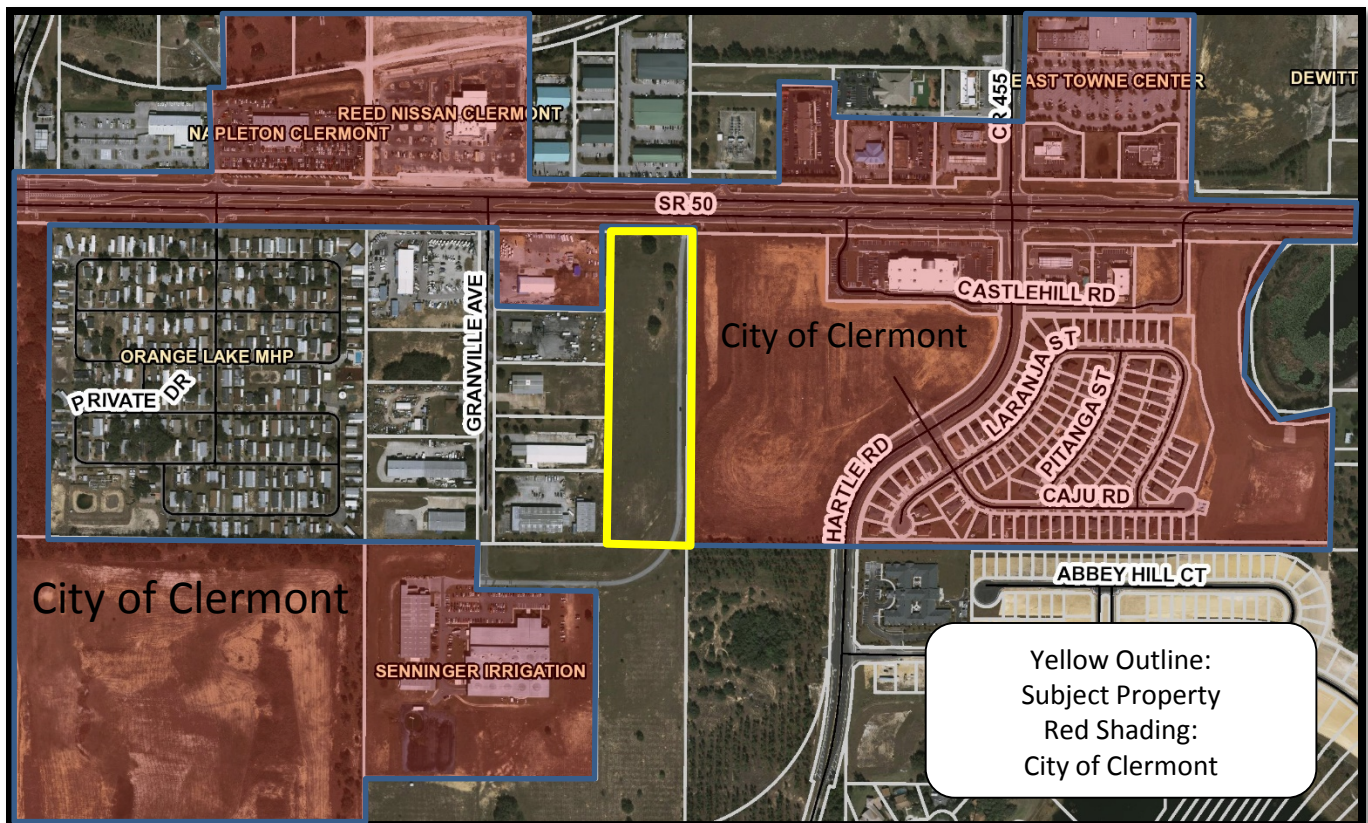
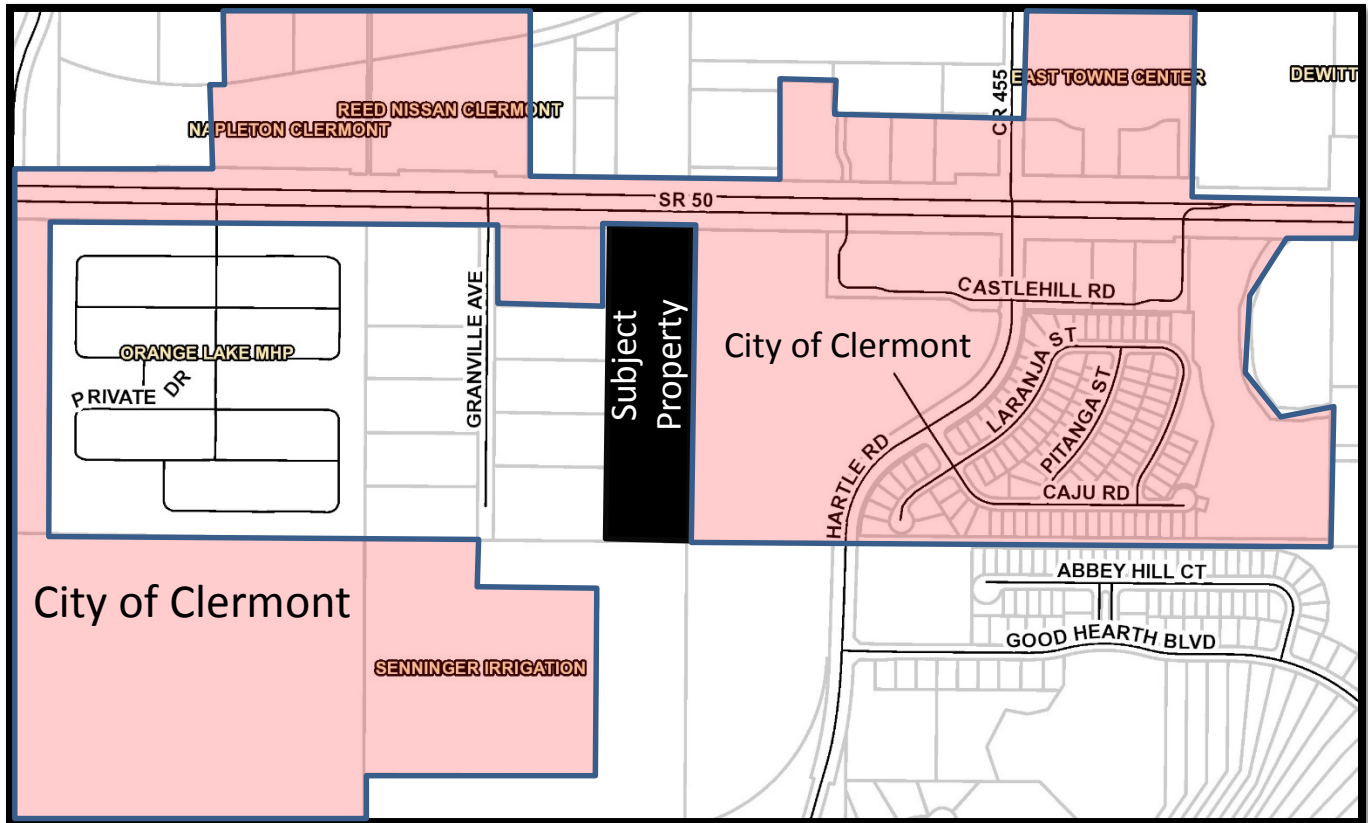


Exhibit - Annexation Map – Tommy's of Clermont





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: December 16, 2016

FEE: \$500.00

Project Name (if applicable): Tommy's of Clermont

Applicant: MKB Florida Holdings, LLC

Contact Person: Matt Borisch, Manager

Address: 4020 West River Drive NE

City: Comstock Park

State: MI

Zip: 49321

Phone: 616-540-0447

Fax: _____

E-Mail: matt@steadfastllc.com

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont

State: FL

Zip: 34712-0853

Phone: 407-905-8206

Fax: _____

E-Mail: _____

General Location: Southwest Quadrant State Road 50 & Hartle Road, unincorporated Lake County, Florida

Legal Description (include copy of survey): See Attached & Survey

Property size (in acres or square feet): _____

Flood hazard area (yes) _____ and approx. acreage 9.814

(no) X

Existing (Actual) Land Use: Vacant Commercial

Existing Zoning: Planned Commercial

Existing Future Land Use: Regional Commercial

Proposed Future Land Use: Commercial

Type of development proposed: Boat Dealership/Service Center

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

Proposed Zoning District: Commercial

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).

Owner desires annexation in order to utilize city utilities for new business.

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
Planning & Zoning 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

Matthew Borisch

_____, 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
Lake County _____ to City of Clermont _____ 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.

Matthew Borisch, Manager

Affiant - Applicant Name (print)

X

MB

Affiant - Applicant Name (signature)

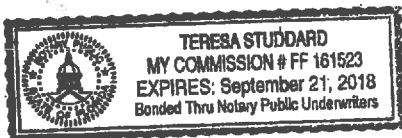
SWORN to and SUBSCRIBED before me by

or personally known by me this 20th day of December, 2016.

X

Notary Public, State of Florida at Large

My Commission Expires: 9/21/2018



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

James Burks, 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 Lake County to City of Clermont for the property legally described on the attachment of this application.
3. That the owner of said property has appointed _____ 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.

James Burks, President HRP Holdings, Inc.
Affiant - Applicant Name (print)

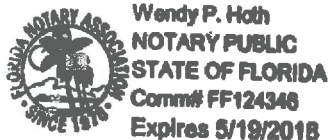
X James Burks
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 9th day of JANUARY, 2017.

X Wendy P. Hoth
Notary Public, State of Florida at Large

My Commission Expires: 5/19/2018



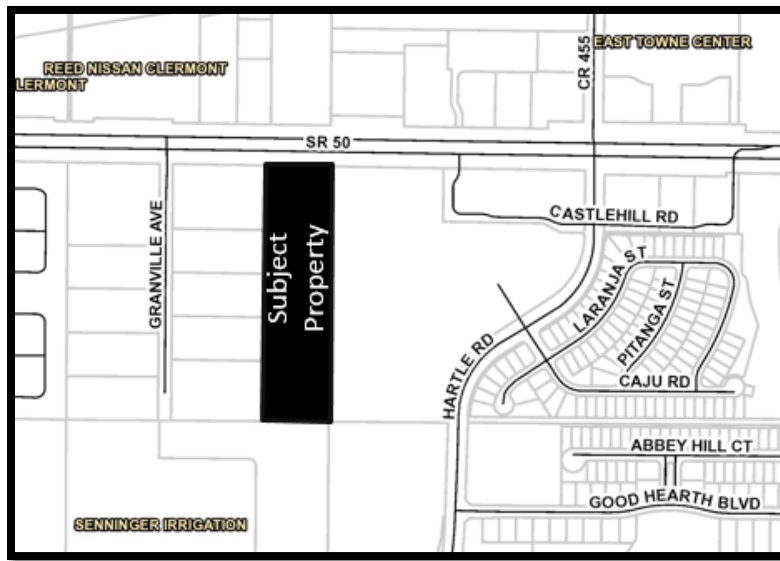
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2017-19

The City of Clermont will hold public hearings on Tuesday, February 7, 2017 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 14, 2017 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, March 14, 2017 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 9.8 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Commercial. Alternate Key 1118204.



Location:
East of Granville Ave. and South of SR 50
Ordinance #2017-19:

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

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
January 27 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-20 <i>Introduction</i> <i>Tommy's of Clermont Rezoning</i>		
Requested Action		
Recommend introduction of Ordinance 2017-20.		
Staff Report		
The applicant, MKB Florida Holdings, LLC, is requesting a rezoning of the subject property. This request is being heard concurrently with requests for annexation, small-scale comprehensive plan amendment and a conditional use permit. Upon annexation, the zoning would default to Urban Estate. The applicant is requesting a change to C-2 General Commercial in order to develop the 9.8-acre property as a retail boat dealership and service center with up to 28,000 square feet of building space. Under Section 122-224 of the land development code, a retail boat dealership and service center are a conditional use in the C-2 General Commercial district. The applicant has applied for a conditional use permit for the proposed development. Staff has reviewed the applicant's proposal and believes commercial uses at this location are compatible with the uses in the area. The property fronts S.R. 50 and has industrial uses to the west and multi-family uses to the east. The adjacent multi-family project has its stormwater system adjacent to this parcel, and the buildings are more than 100 feet from the property line. In addition, the subject property is currently zoned Planned Commercial in Lake County, and the City's C-2 General Commercial is very similar to this use. Staff recommends approval of the rezoning to C-2 General Commercial.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance	REZ ORD 2017-20.doc
2.	Maps	Tommys of Clermont Maps.pdf
3.	Site Plan	Tommy's Conceptual Site Plan w FUTURE EXPANSION.pdf
4.	Application	Rezoning_Application.pdf
5.	Legal ad	REZ Tommy's legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-20

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

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

SECTION 1:

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

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North 1/2 of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plot of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9.814 Acres +/-

Alternate Key 1118204

FROM: Urban Estate
TO: C-2 General Commercial

SECTION 2:

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

SECTION 3:

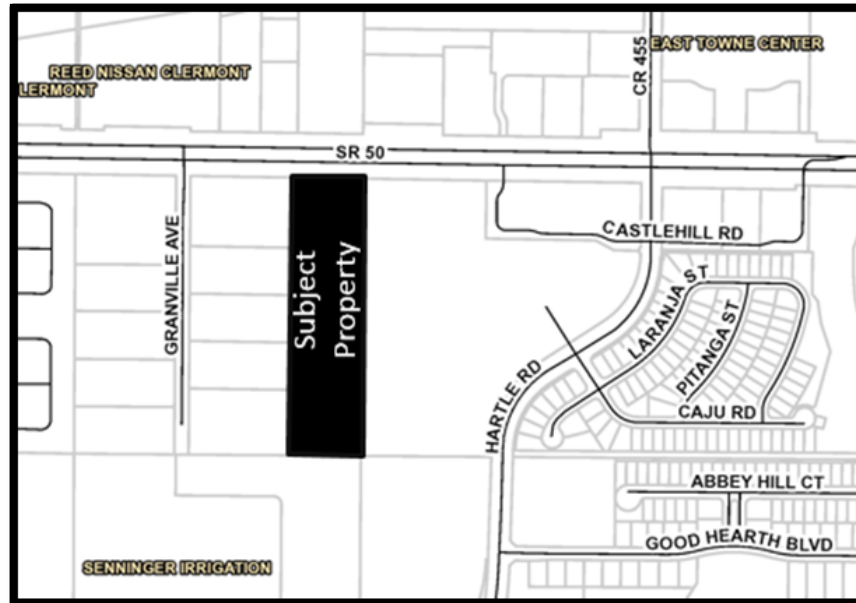
Should any Section or part of this Section be declared invalid by any court of competent jurisdiction, such adjudications shall not apply to or affect any other provision of this Ordinance, except to the extent that the entire Section or part of the Section may be inseparable in meaning and effect from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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2017-20

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-20

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

Exhibit - Location Map – Tommy's of Clermont

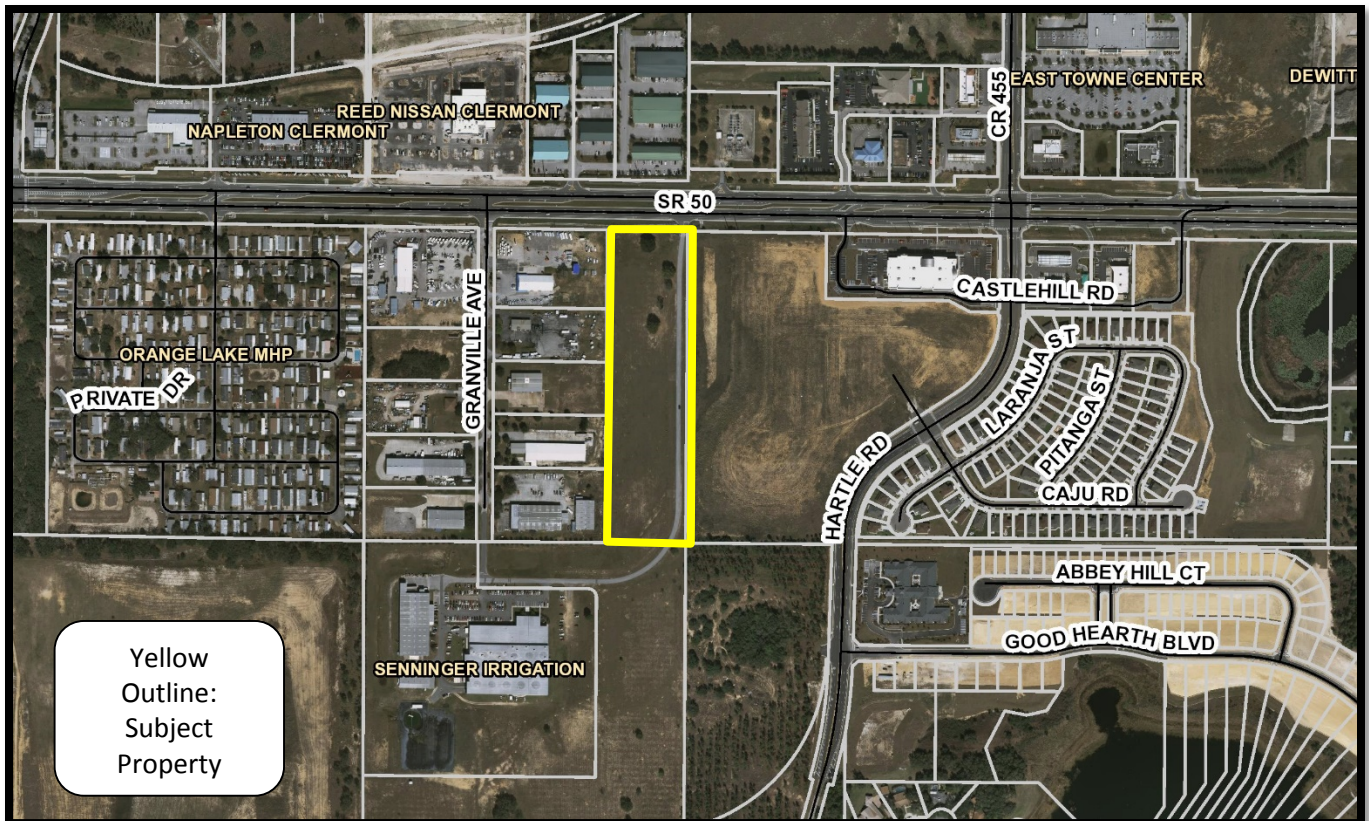
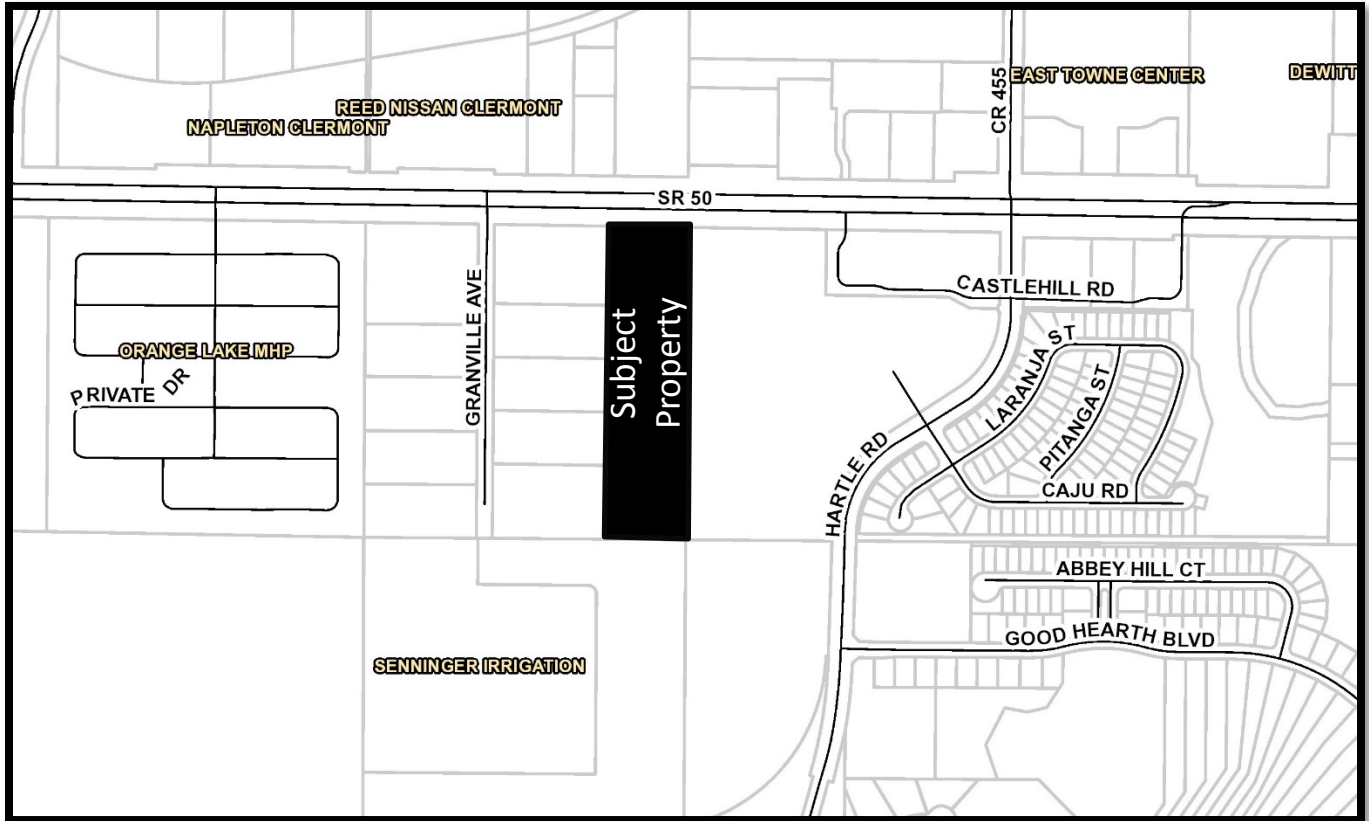


Exhibit – Future Land Use Map – Tommy's of Clermont

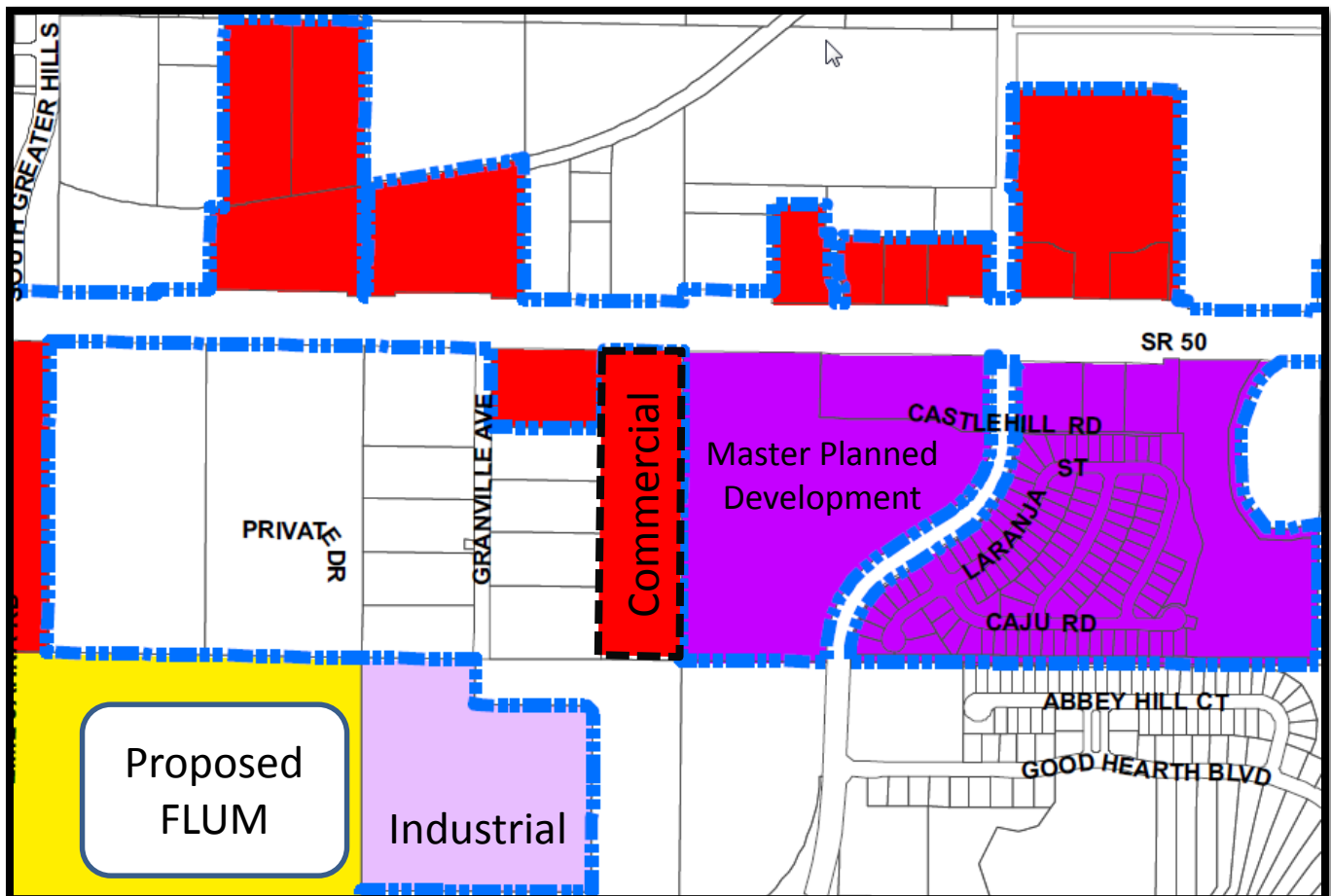
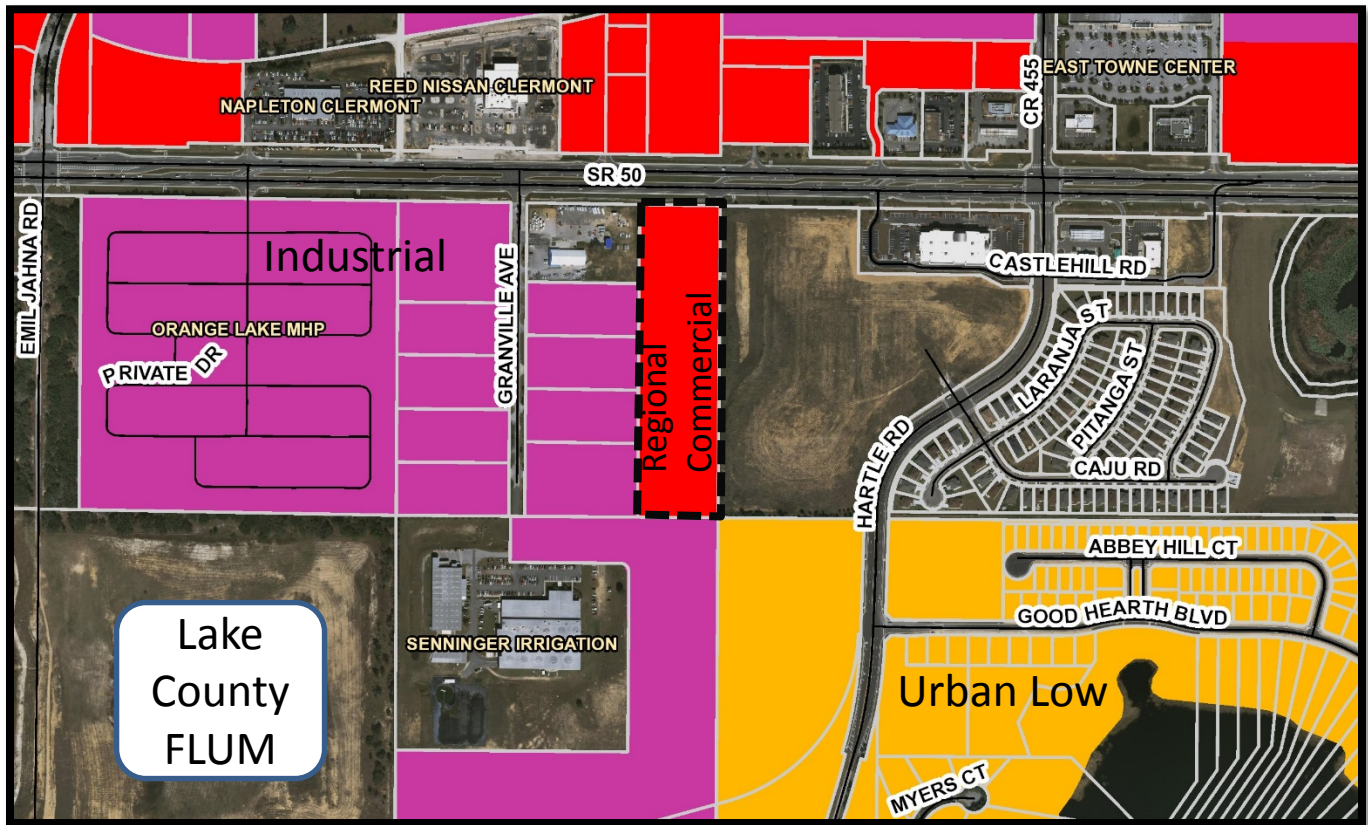


Exhibit – Zoning Map – Tommy's of Clermont

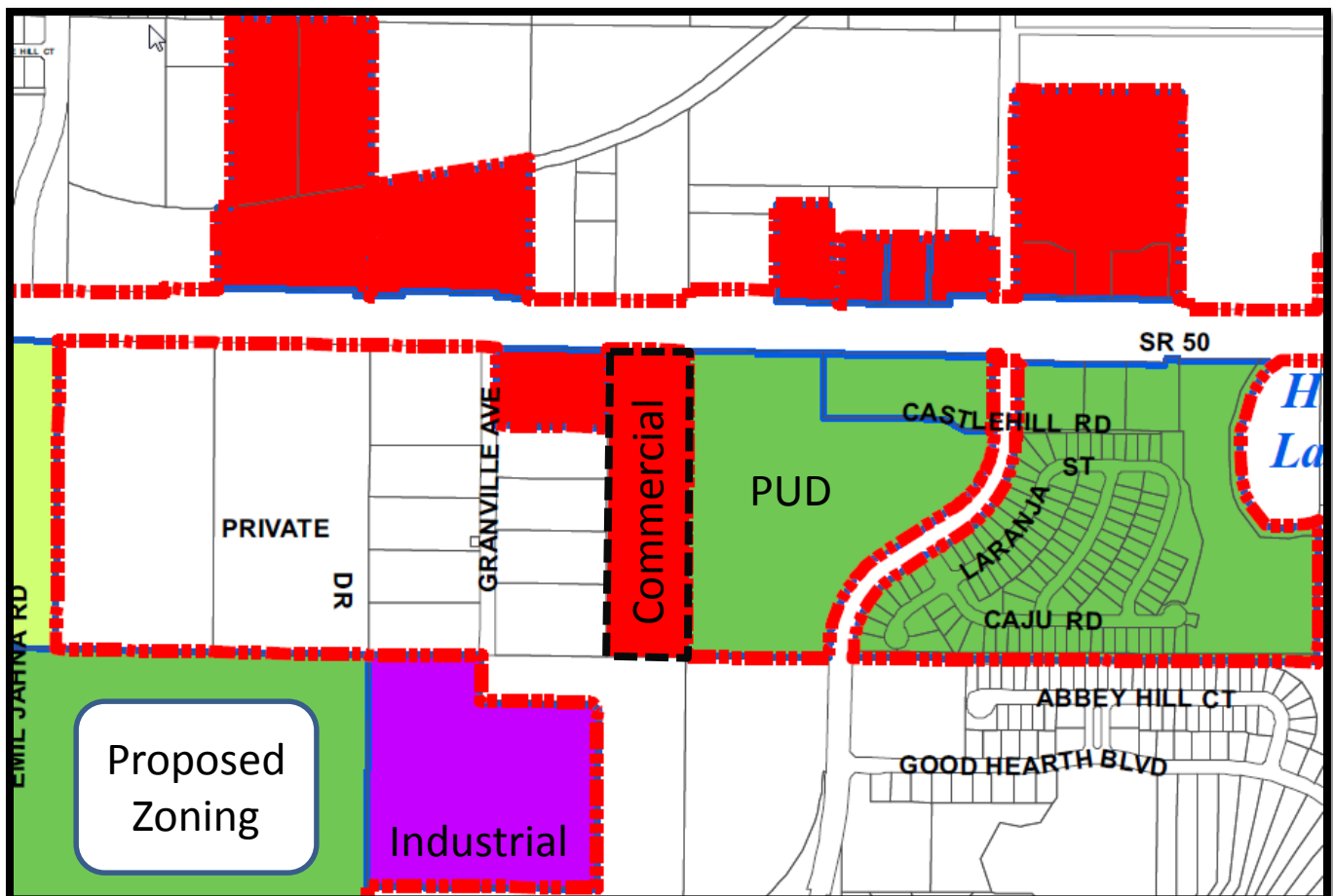
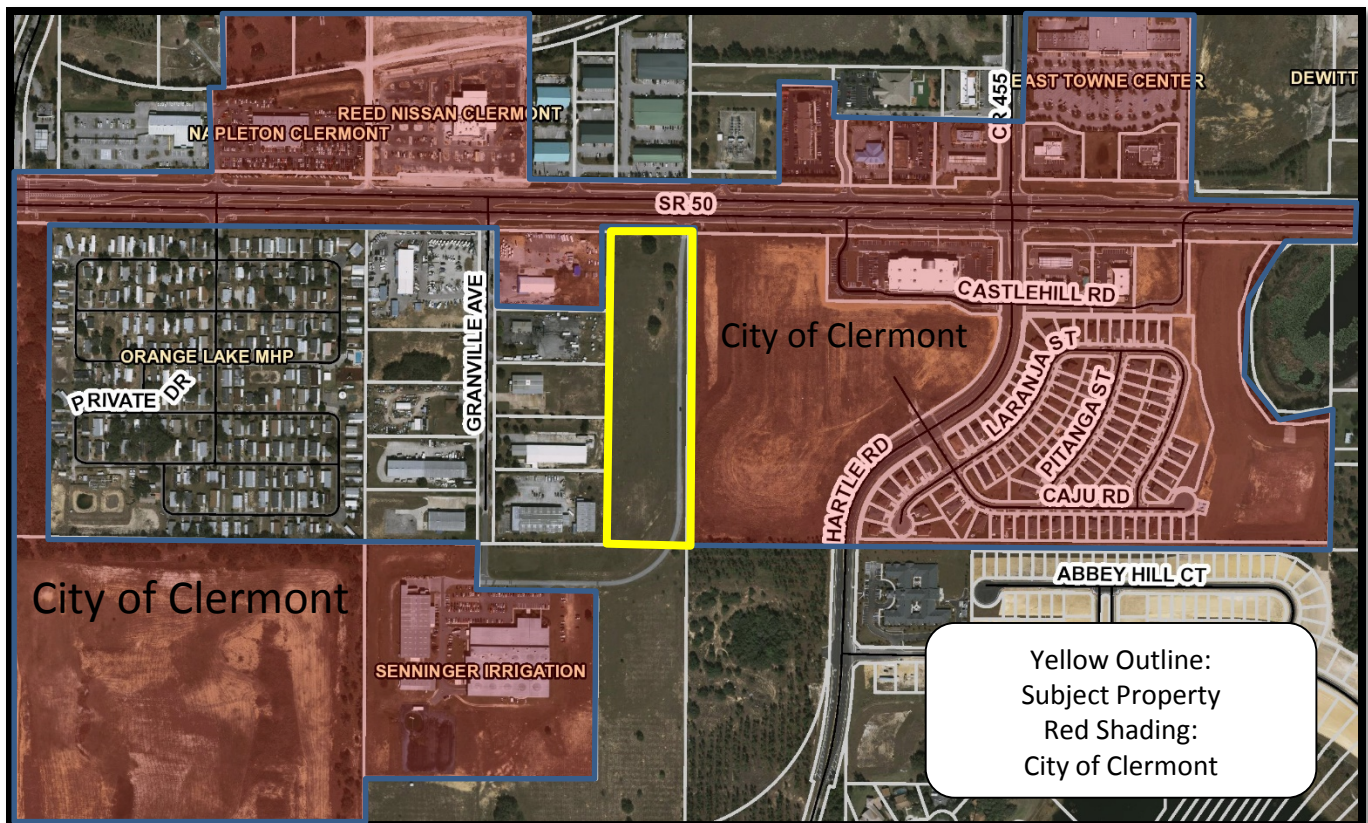
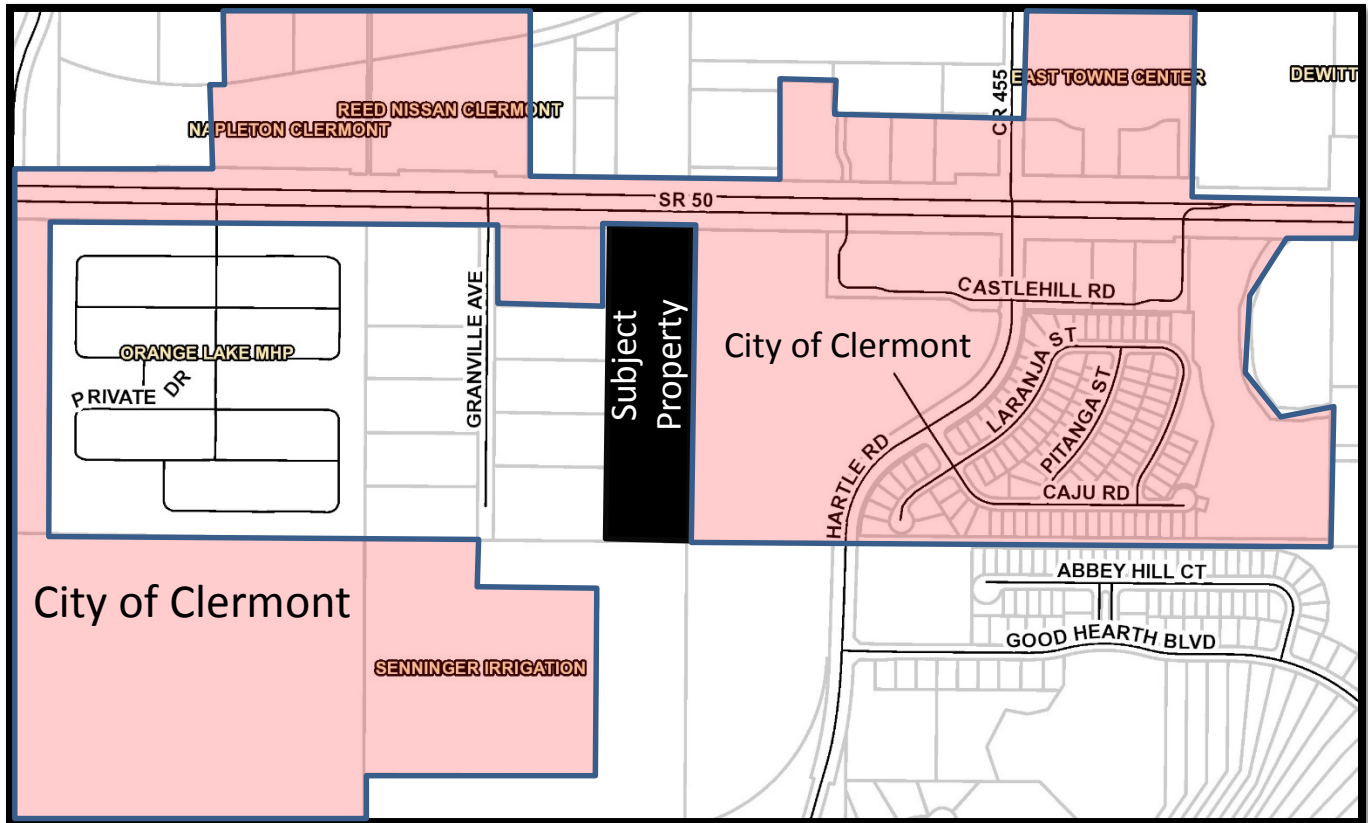


Exhibit - Annexation Map – Tommy's of Clermont





CITY OF CLERMONT
REZONING
APPLICATION

DATE: December 16, 2016

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): Tommy's of Clermont

APPLICANT: MKB Florida Holdings, LLC

CONTACT PERSON: Matt Borisch, Manager

Address: 4020 West River Drive NE

City: Comstock Park

State: MI

Zip: 49321

Phone: 616-540-0447

Fax: _____

E-Mail: matt@steadfastllc.com

OWNER: HRP Holdings, Inc.

Address: P.O. Box 120853

City: Clermont

State: FL

Zip: 34712-0853

Phone: 407-905-8206

Fax: _____

Address of Subject Property: SWQ SR 50 and Hartle Road, unincorporated Lake Co., FL

Legal Description (include copy of survey): See Attached & Survey

Acreage: 9.814 acres

Land Use: Regional Commercial

(City verification required)

Present Zoning: Planned Commercial

(City verification required)

Proposed Zoning: C-2, General Commercial

CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

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

Annexation from Lake County in order to utilize city utilities for new business.

Matthew Borisch, Manager

Applicant Name (print)

x MB
Applicant Name (signature)

James Burks, President HRP Holdings, Inc.

Owner Name (print)

x James E. Burks
Owner Name (signature)

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

LEGAL NOTICE

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

ORDINANCE NO. 2017-20

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

LOCATION

A vacant parcel of land lying south of SR 50
approximately 500 feet east of the Granville Ave. and SR 50 intersection.
AK 1118204

LEGAL DESCRIPTION

The East 1/2 of Tracts 23 and 26. Less right of way for State Road #50; and the North ½ of Vacated Road per Resolution recorded in O.R. Book 4625, Page 754. in Section 26. Township 22 South. Range 26 East, according to the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page 52, of the Public Records of Lake County, Florida.

Containing 9. 814 +/- Acres

FROM Urban Estate

TO City of Clermont C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 14, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial

January 31 and February 28, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 14, 2017	
Agenda Item Name	
Ordinance No. 2017-21 <i>Introduction</i> <i>The Shops at WaterBrooke Rezoning</i>	
Requested Action	
Recommend introduction of Ordinance 2017-21.	
Staff Report	
The applicant, UP Fieldgate US Investments – Clermont Hills, LLC, is requesting a rezoning to Planned Unit Development (PUD) for the subject property that consists of 18.38 acres. The property is south of S.R. 50 at the intersection of Emil Jahna Road and S.R. 50. The property has more than 1,500 lineal feet of frontage on S.R. 50. The subject property consists of the existing FDOT stormwater pond and a portion of the applicant's property. If the zoning is approved, the applicant will relocate the existing stormwater pond to the rear of the property. FDOT is aware of the applicant's proposal and has not objected. The applicant is requesting the northern portion of their site and FDOT's parcel to be rezoned to PUD for a commercial shopping center consisting of retail and restaurant uses. The proposed uses would be limited to the uses permitted under the C-2 General Commercial zoning. The applicant is proposing a total building area of 107,000 square feet for the project. The applicant has indicated several buildings that are greater than 20,000 square feet on the submitted plot plan, prepared by Thomas L. Knight, P.E., dated Dec. 31, 2016. The plan has a 42,000-square-foot building (Retail B), a 35,000-square-foot building (Retail A), a 25,000-square-foot building (Retail C-1/C-2), and a 5,000-square-foot building (Retail D). Not included in this total is the development that may occur on the 2.58 +/- acre "future parcel" indicated on the plot plan. The required number of parking spaces has been indicated on plan. The applicant has identified six waivers to the land development code (LDC) needed to develop the site. The waivers to be considered are: (1) a reduction in the required number of dumpster pads from 15 to 7; (2) a reduction in the required number of loading zones from 11 to 6; (3) an increase in the maximum number of parking spaces without a landscape break from 10 to 11; (4) maximum grade changes from 15 feet to 30 feet, primary due to the filling of the existing FDOT pond and relocation; (5) elimination of the 10-foot interior landscaping buffer between abutting property boundaries; and (6) allowing buildings to occupy more than 20,000 square feet of floor space, up to a maximum building floor space of 42,000 square feet. Staff understands that the very nature of the PUD zoning allows waivers to the LDC for flexible development purposes. Staff has reviewed the waivers and agrees that a majority of the waivers presented have been granted in the past with previous developments. However, staff believes that landscaping between the interior property boundaries should be done, such as sharing a buffer between properties or clustering landscaping within the lot. Staff has reviewed the applicant's request for a rezoning from Urban Estate to PUD zoning. The future land use is Commercial, and the applicant's proposal reflects uses appropriate in this future land use. Staff believes the proposal meets the standards with regard to Section 122-315, Review Criteria for a PUD. Therefore, staff recommends approval of Ordinance 2017-21 for a PUD.	

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Ordinance 2017-21	REZ Ord. 2017-21 P&Z Commission.doc
2.	Maps	Shops at WaterBrooke Maps.pdf
3.	Plot Plan/Site Plan	Site Plan PDF.pdf
4.	Application	Application.pdf
5.	FDOT Letter	FDOT Non Object Ltr.pdf
6.	Legal ad	REZ Shops at WaterBrooke legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2017-21

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

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

SECTION 1:

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

LEGAL DESCRIPTION

That portion of the East 222.00 feet of the Southeast 1/4 of Northwest 1/4 together with a portion of the Southwest 1/4 of Northeast 1/4, all lying in Section 27, Township 22 South, Range 26 East, Lake County Florida, being more particularly described as follows:

Commencing at the North 1/4 corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida, run South 00°30'12" West, along the West line of the Northeast 1/4 of said Section 27, a distance of 1363.52 feet to a point on the South right way line of State Road 50, per F.D.O.T. right of way Map Section 11070-2505, this being the Point of Beginning; thence run South 89°06'29" East, along said South right of way line, a distance of 554.31 feet to the Westerly line of that parcel as described in Official Record Book 3153, Page 2149 of the Public Records of Lake County, Florida; thence run South 00°53'31" West, along said Westerly line, a distance of 325.00 feet; thence run South 89°06'29" East, along the Southerly line of said parcel and the parcel described in Official Record Book 591, Page 1222 of the Public Records of Lake County, Florida, a distance of 549.99 feet to the Easterly line of said parcel described in Official Record Book 591, Page 1222; thence run North 00°53'31" East, along said Easterly line, a distance of 325.00 feet; thence run South 89°06'29" East, along said South right of way line a distance of 203.70 feet to a point on the East line of the Southwest 1/4 of the Northeast 1/4 of Section 27; thence run South 00°25'59" West, along said East line, a distance of 1293.07 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 88°58'56" West, along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 1309.61 feet to the Southwest corner of said Southwest 1/4 of the Northeast 1/4; thence run North 88°58'56" West, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 27, a distance of 222.01 feet to a point, 222.00 feet, Westerly of, when measured perpendicular to the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 00°30'12" East, along a line parallel with the west line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; a distance of 1289.70 feet to a point

CITY OF CLERMONT
ORDINANCE No. 2017-21

on the aforesaid South right of way line; thence run South 89°06'29" East, along said South right of way line, a distance of 222.00 feet to the Point of Beginning.
Alternate Key 3868854 and a portion of 3868851

FROM UE Urban Estate
TO Planned Unit Development

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

SECTION 5: General Conditions:

This application is for a Planned Unit Development to allow for a commercial shopping center consisting of retail and restaurant uses; be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Site Plan prepared by Thomas L. Knight, P.E., dated December 31, 2016. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

CITY OF CLERMONT
ORDINANCE No. 2017-21

2

SECTION 6: Land Uses and Specific Conditions:

1. A total of up 107,000 square feet of building area shall be allowed on the site. The overall site has a 2.58 acre outparcel that is not included in this allocation and will be developed independently.
2. The required number of dumpster pads have been reduced from 15 to 7.
3. The required number of loading zones have been reduced from 11 to 6.
4. Parking spaces before a required landscape break has been increased from 10 to 11 spaces.
5. The project may have elevation changes of up to 30 feet with regards to filling the existing FDOT stormwater system and relocation of it. These changes will be submitted to the City Engineer at the time of final engineering.
6. Interior landscape buffers between abutting property boundaries may be eliminated.
7. Buildings may be greater than 20,000 square feet but not more than 45,000 square feet.
8. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

SECTION 7:

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

SECTION 8:

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.

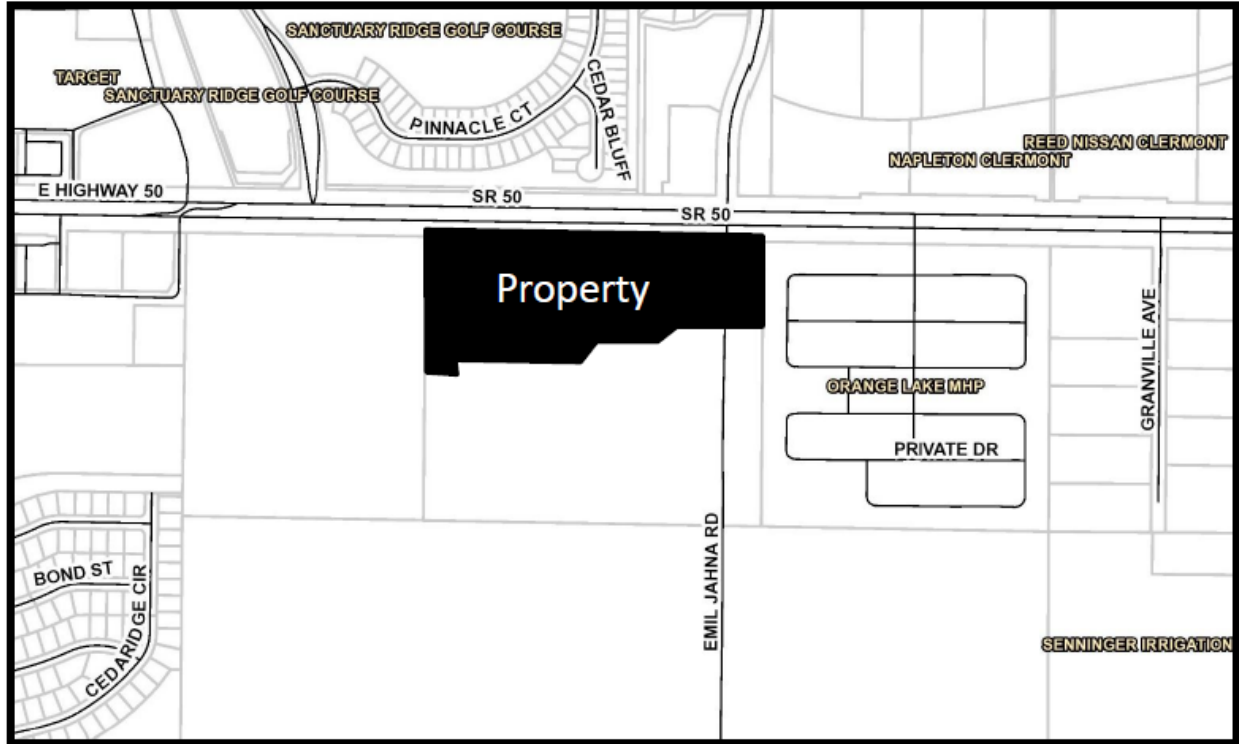
SECTION 9:

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. 2017-21

3

Location map:



CITY OF CLERMONT
ORDINANCE No. 2017-21

4

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th 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

Exhibit - Location Map The Shops at WaterBrooke

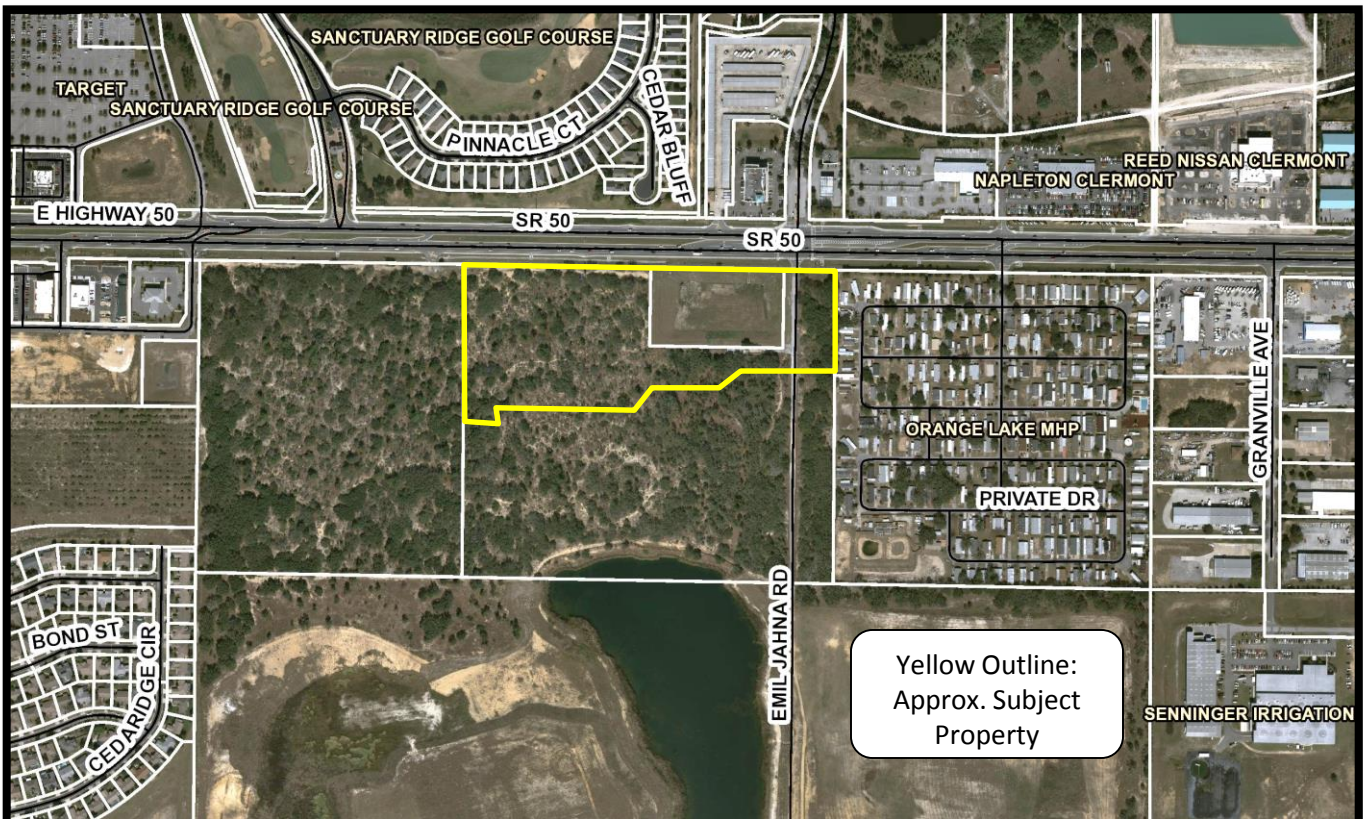
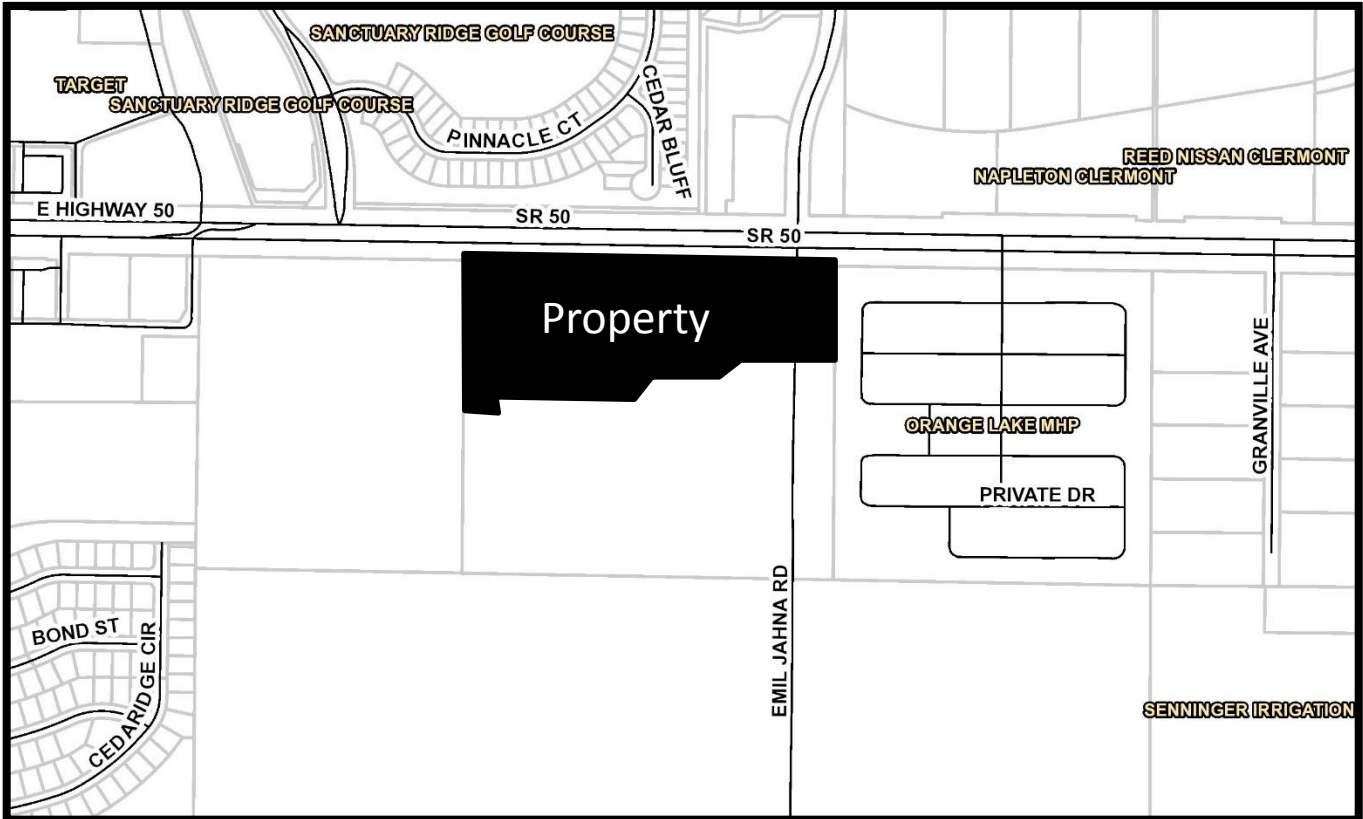
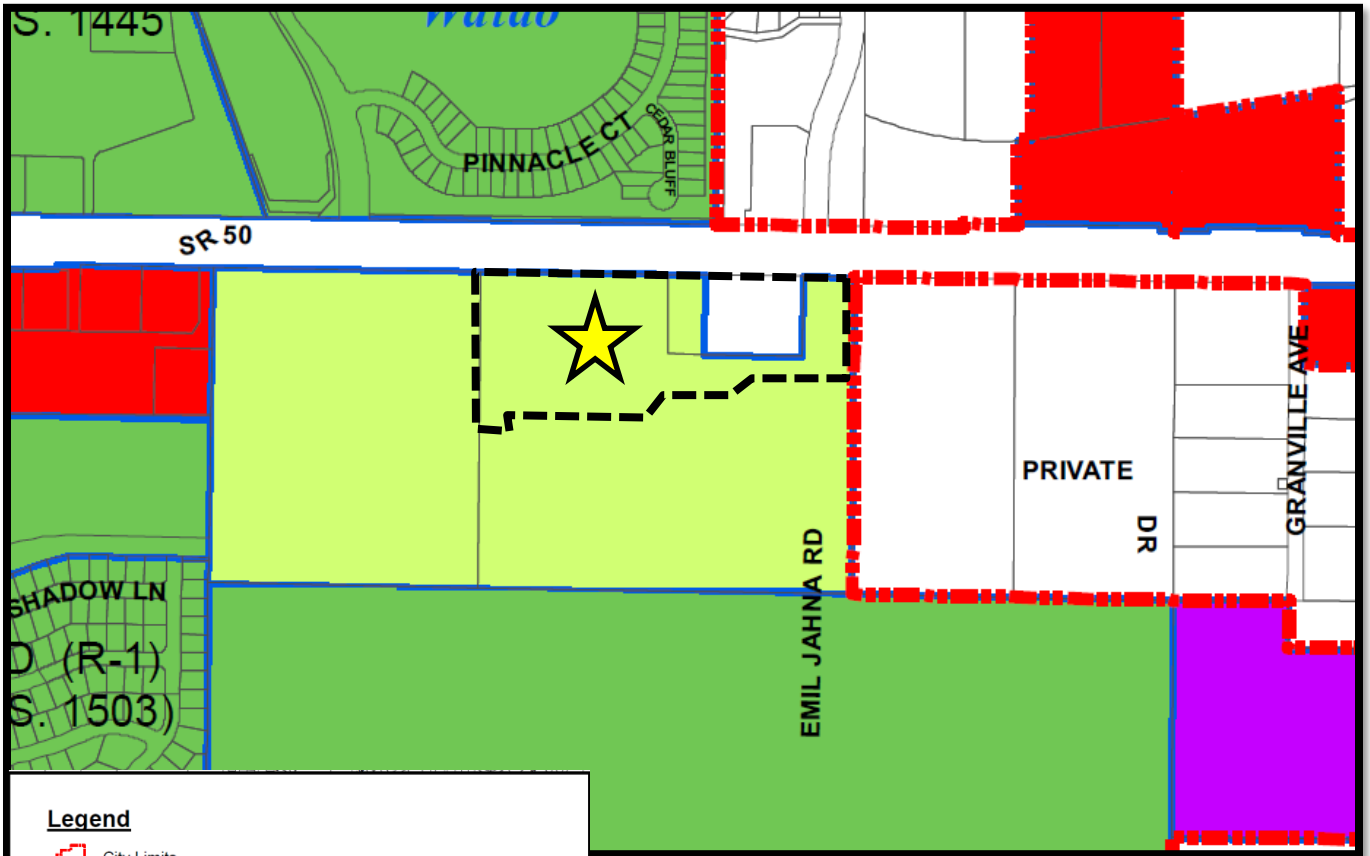


Exhibit – Zoning

The Shops at WaterBrooke



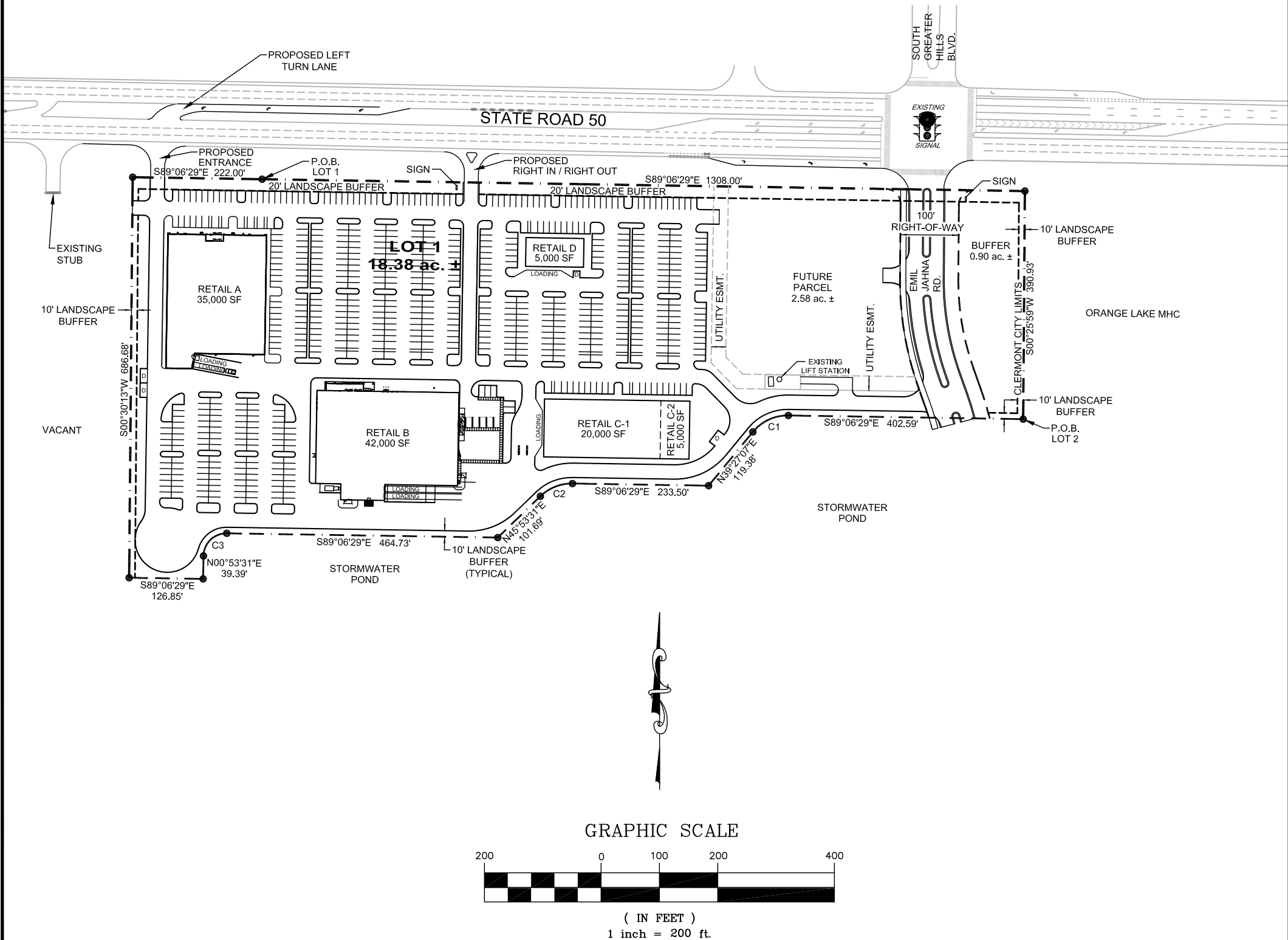
Legend

 City Limits

Zoning Designations

-  UT URBAN TRANSITION DISTRICT
-  UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
-  R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
-  R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
-  R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
-  R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
-  O-1 OFFICE DISTRICT
-  C-1 LIGHT COMMERCIAL DISTRICT
-  C-2 GENERAL COMMERCIAL DISTRICT
-  CBD CENTRAL BUSINESS DISTRICT
-  M-1 INDUSTRIAL DISTRICT
-  CD COMMERCE DISTRICT
-  PR PARKS AND RECREATION DISTRICT
-  PUD PLANNED UNIT DEVELOPMENT
-  AREAS NOT WITHIN THE CITY LIMITS

CURVE TABLE			
	C1	C2	C3
Radius	77.33'	77.33'	39.33'
Central Angle	49°39'22"	45°00'00"	45°00'00"
Arc Length	69.42'	60.74'	61.78'
Chord Length	67.12'	59.19'	55.63'
Chord Bearing	N65°10'19"E	N68°23'31"E	N45°53'31"E



PROJECT DATA (LOT 1):
PROJECT AREA: 18.38 ac.
EXISTING ZONING: UE (URBAN ESTATES)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)
EXISTING USE: VACANT
2030 FUTURE LAND USE: COMMERCIAL
EXISTING USE: VACANT
TOTAL PROPOSED BUILDING AREA: 107,000 sq.ft.
PROPOSED USES: RETAIL AND RESTAURANT
MAXIMUM PROPOSED IMPERVIOUS AREA: 80%
PROPOSED ISR: 0.80

PARKING REQUIREMENTS
RESTAURANT USES
MAXIMUM RESTAURANT PATRON SPACE: 9,650 sq.ft. (60%)
PARKING REQUIRED: 9,650/50 = 193 PARKING SPACES
NUMBER OF RESTAURANT EMPLOYEES: 32
PARKING REQUIRED: 32/4 = 8 PARKING SPACES

RETAIL USES
REMAINING RETAIL SPACE: 90,917 sq.ft.
REQUIRED PARKING: 90,917/200 = 455 PARKING SPACES
TOTAL REQUIRED PARKING: 193+8+455 = 656 PARKING SPACES
TOTAL PROVIDED PARKING: 656 PARKING SPACES
TOTAL REQUIRED HANDI-CAP PARKING: 14 PARKING SPACES (2.0%)
TOTAL PROVIDED HANDI-CAP PARKING: 37 PARKING SPACES (5.6%)

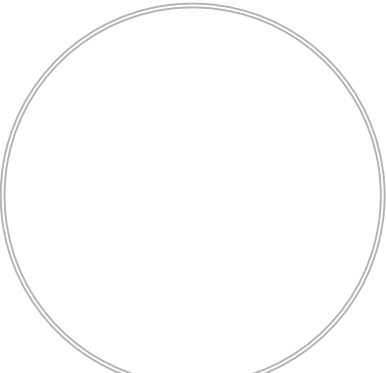
CITY OF CLERMONT CODE WAIVERS:
1. REQUIRED NUMBER OF DUMPSTER PADS - SECTION 114-6 (a)(2) REQUIRES ONE DUMPSTER PAD WITH AN APPROVED ENCLOSURE PER 7,500 SQ.FT. OF RETAIL SPACE. THE CODE REQUIRED NUMBER OF DUMPSTER PADS IS 15. THE PROPOSED NUMBER OF DUMPSTER PADS IS 7.
2. REQUIRED NUMBER OF LOADING ZONES - SECTION 98-8 (d) REQUIRES ONE LOADING BERTH PER 10,000 SQ.FT. OF RETAIL FLOOR AREA. THE CODE REQUIRED NUMBER OF LOADING BERTHS IS 11. THE PROPOSED NUMBER OF LOADING BERTHS IS 6.
3. MAXIMUM NUMBER OF CONTINUOUS PARKING SPACES - SECTION 118-38(b)(2) STATES THAT A MAXIMUM OF TEN CONTINUOUS PARKING SPACES ARE PERMITTED WITHOUT A LANDSCAPE BREAK. THE PROPOSED MAXIMUM NUMBER OF CONTINUOUS PARKING SPACES WITHOUT A LANDSCAPE BREAK IS 11.
4. MAXIMUM GRADE CHANGE - SECTION 94-195(d)(4) STATES THAT ELEVATION CHANGES IN TOPOGRAPHY SHALL BE LIMITED TO 15 FEET. PORTIONS OF THE EXISTING F.D.O.T. POND HAVE BEEN CUT APPROXIMATELY 30 FEET, THEREFORE, THE PROPOSED MAXIMUM ELEVATION CHANGE IN TOPOGRAPHY IS 30 FEET WHERE THE EXISTING F.D.O.T. POND IS LOCATED. THIS AREA IS TO BE FILLED AS NECESSARY TO DIVERT STORMWATER TO THE PROPOSED NEW STORMWATER POND.
5. INTERIOR LANDSCAPE BUFFERS - SECTION 118-37 (a)(1) STATES THAT A MINIMUM TEN FOOT WIDE LANDSCAPE BUFFER SHALL BE PROVIDED BETWEEN ABUTTING PROPERTY BOUNDARIES. ANY PARCEL WHICH MAY BE SPLIT IN THE FUTURE WILL NOT REQUIRE AN INTERIOR LANDSCAPE BUFFER BETWEEN THE ABUTTING PROPERTY BOUNDARIES.
6. MAXIMUM FLOOR SPACE - SECTION 122-223 STATES THAT ANY BUSINESS ESTABLISHMENT OR STRUCTURE PROPOSING TO OCCUPY MORE THAN 20,000 SQ.FT. OF FLOOR SPACE SHALL REQUIRE CONDITIONAL USE PERMIT. THE PROPOSED MAXIMUM BUILDING FLOOR SPACE IS 42,000 SQ.FT.

GENERAL NOTES (LOT 1):
1. SIDEWALKS NOT SHOWN. SIDEWALKS WILL BE PROVIDED PER CITY OF CLERMONT AND ADA CODE REQUIREMENTS.
2. BICYCLE RACKS NOT SHOWN. THE CITY OF CLERMONT CODE REQUIRES THE NUMBER OF BICYCLE RACKS TO BE 2% OF THE NUMBER OF REQUIRED PARKING SPACES. THE CODE REQUIRED NUMBER OF PARKING SPACES IS 656. THE CODE REQUIRED NUMBER OF BICYCLE RACKS IS 14. THE PROPOSED NUMBER OF BICYCLE RACKS IS 14.
3. THE PROJECT SITE, AS DEPICTED HEREON, CONSISTS OF TWO SEPARATE PARCELS. THE MAIN PARCEL IS OWNED BY THE APPLICANT AND HAS ALTERNATE KEY #3868851. THE SECOND PARCEL IS OWNED BY THE STATE OF FLORIDA AND HAS ALTERNATE KEY #3868854.

LOT 1 DESCRIPTION:
THAT PORTION OF THE EAST 222.00 FEET OF THE SE 1/4 OF NW 1/4 TOGETHER WITH A PORTION OF THE SW 1/4 OF NE 1/4, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

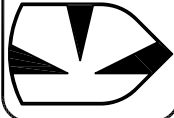
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN S 00°30'12" W, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE RIGHT OF WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING; THENCE RUN S 89°06'29" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1308.00 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; THENCE RUN S 00°25'59" W, ALONG SAID EAST LINE, A DISTANCE OF 390.93 FEET TO A POINT ON SAID EAST LINE; THENCE RUN S 89°06'29" E, A DISTANCE OF 402.59 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 77.33 FEET, A CENTRAL ANGLE OF 49°39'22", AN ARC LENGTH OF 69.42 FEET, A CHORD LENGTH OF 67.12 FEET, AND A CHORD BEARING OF N 65°10'19" E; THENCE RUN N 39°27'07" E, A DISTANCE OF 119.38 FEET; THENCE RUN S 89°06'29" E, A DISTANCE OF 233.50 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 77.33 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 60.74 FEET, A CHORD LENGTH OF 59.19 FEET, AND A CHORD BEARING OF N 68°23'31" E; THENCE RUN N 45°53'31" E, A DISTANCE OF 101.69 FEET; THENCE RUN S 89°06'29" E, A DISTANCE OF 464.73 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE SOUTH, SAID CURVE HAVING A RADIUS OF 39.33 FEET, A CENTRAL ANGLE OF 45°00'00", AN ARC LENGTH OF 61.78 FEET, A CHORD LENGTH OF 55.63, AND A CHORD BEARING OF N 45°53'31" E; THENCE RUN N 00°53'31" E, A DISTANCE OF 39.39 FEET; THENCE RUN S 89°06'29" E, A DISTANCE OF 126.85 FEET, TO A POINT, 222.00 FEET, WESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, THENCE RUN N 00°30'12" E, ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 886.68 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN S 89°06'29" E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING OF LOT 1.

CONTAINING 18.38 ACRES, MORE OR LESS.



THOMAS L. KNIGHT
#47614

THOMAS L. KNIGHT, P.E.
PROFESSIONAL ASSOCIATION
Planning, Design, Permitting, Inspection
865 Tildenville School Rd., Winter Garden, FL 34787
Phone: (352) 394-8514
E-mail: tknight@tknighteng.com
Certificate of Authorization No. 00029972



THE SHOPS AT WATERBROOKE
SECTION 27, TOWNSHIP 22S, RANGE 26E, LAKE COUNTY, FLORIDA
APPLICANT: UP FIELDGATE US INVESTMENTS - CLERMONT HILLS LLC
ADDRESS: 3201 E. COLONIAL DRIVE, ORLANDO, FLORIDA 32803

DATE:
12/31/2016
DRAWN BY:
TLK
APPROVED BY:
TLK
SCALE:
1" = 200'
REVISIONS:

TLK PROJECT NO.
T1701
PLOT
PLAN
SHEET # 1



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: January 3, 2017

FEE: ~~\$350.00~~
\$542

PROJECT NAME (if applicable): The Shops at Waterbrooke

APPLICANT: UP Fieldgate US Investments - Clermont Hills, LLC

CONTACT PERSON: Paul "J.J." Johnson, Jr.

Address: 3670 Maguire Blvd, Ste 250

City: Orlando State: Florida Zip: 32803

Phone: (407) 622-6751 Fax: (866) 440-1211

E-Mail: jj.johnson@sloaneandjohnson.com

OWNER: UP Fieldgate US Investments - Clermont Hills, LLC

Address: 3660 Maguire Blvd, Ste 102

City: Orlando State: Florida Zip: 32803

Phone: (407) 896-1132 Fax: _____

Address of Subject Property: State Road 50, Clermont, Florida

Legal Description (include copy of survey): Refer to Plot Plan

Acreage: 18.38 Land Use: Commercial
(City verification required)

Present Zoning: UE Proposed Zoning: PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

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

Commercial shopping center

Paul "J.J." Johnson, Jr.

Applicant Name (print)

X

[Signature]
Applicant Name (signature)

Scott D. Fish, Manager

Owner Name (print)

X

[Signature] **Richard Lee Brewster**
as attorney in fact
Owner Name (signature)

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

STATEMENT OF JUSTIFICATION FOR REZONING

UP FIELDGATE US INVESTMENTS – CLERMONT HILLS, LLC
SR 50 and Emil Jahna Rd/S Greater Hills Blvd, Clermont, Florida

I. INTRODUCTION

UP Fieldgate US Investments – Clermont Hills, LLC, a Florida limited liability company (the “Applicant”), is proposing to develop a site located at the intersection of State Road 50 and Emil Jahna Road/South Greater Hills Boulevard in the City of Clermont, Florida (the “Property”), for commercial/retail use with three to four large primary or anchor retail buildings and one to two smaller outlots and which may include, but will not be limited to, a smaller retailer, a convenience store, a gas station, a restaurant and a bank with drive through. The Altkeys of the parcels for which the rezoning is sought are 3868851 (belonging to the Applicant) and 3868854 (belonging to the State of Florida and to be acquired by Applicant). The Property is currently zoned UE (Urban Estate Low Density Residential District), and the Applicant respectfully requests to rezone the Property as PUD (Planned Unit Development). Applicant has formally requested the Florida Department of Transportation (“FDOT”) provide a “Letter of No Objection” to this application and to be delivered as soon as possible. With the following Statement of Justification, we submit the rezoning request is consistent with the City of Clermont Code of Ordinances, Land Development Code and is compatible with the surrounding development patterns.

About the Developer

Applicant, through its affiliated company, UP Development Company, LLC, a Florida limited liability company, is a premier retail developer focused predominately in the Southeastern United States. With over 20 years of experience. Applicant has positioned itself as a go-to shop for developers, financiers, and owners with troubled assets that require creative and unique workout solutions.

Applicant has successfully designed, permitted, and developed retail centers anchored by national retailers including but not limited to Whole Foods, Wal-mart, Home Depot, Lowe's, Target, Meijer, Kroger, Publix, Belk's, Toys-R-Us/Babies-R-Us, and Dick's Sporting Goods, among others. Within Lake County, Applicant built the Dick's Sporting Goods at 1325 Sandy Grove Avenue in Clermont, and that property is owned by UP Fieldgate US Investments - Clermont, LLC, a Florida limited liability company that is also under common control by Applicant.

II. Justification for Rezoning

The purpose of the rezoning is to develop the Property into an attractive commercial project that will serve the surrounding residents as well as the broader community. This part of the SR 50 corridor is ideally suited for such a project, as it has good automobile and transit access, and it is located near several residential developments (and planned residential developments) to be served by the Property's occupants as well as small commercial developments in the area. The Property's legacy of agricultural use is evident in the current zoning which only permits single-family estate dwellings and horticulture, which is no longer suitable in comparison to the residential and commercial uses nearby. Given the surrounding uses, it is unrealistic to expect the Property to redevelop as low density residential. The general area is

appropriate for PUD zoning, given the surrounding uses, as it would be entirely consistent with the overall local development pattern and within the criteria contained in Sections 122-313 and 122-315, Article IV – Planned Unit Developments, Chapter 122 – Zoning, Code of Ordinances.

Sec. 122-313 – General requirements.

- (1) *Minimum area.* **The Property is greater than one acre.**
- (2) *Unified control.* **The Applicant owns a majority of the Property, and has formally begun the process of obtaining ownership of the remaining land from the FDOT.**
- (3) *Development Approval.* **The Applicant is concurrently seeking a Conditional Use Permit for the proposed use of the Property.**

Sec. 122-315 – Review criteria.

- (1) *Location.*
 - a. *Relation to major transportation facilities.* **The Property fronts State Road 50, minimizing creation of traffic along local and collector streets outside the Property.**
 - b. *Relation to public utilities, facilities, and services.* **The Property will include a unified stormwater system, including the relocation of an existing FDOT pond and creation of a Joint Use Pond that will served the needs of the FDOT and the Property and to be maintained by Applicant. All other necessary utilities, facilities and services are readily available or shall be provided by Applicant such that the net costs for such services should not be greater than the current zoning.**
 - c. *Physical character of site and relation to surrounding property.* **The proposed development of the site is suitable to the physical character of the site and the surrounding properties, in Applicant's opinion.**
- (2) *Uses, density, open space, living area per family and other regulations.* **The planned uses of the Property are encompassed by permitted uses in existing zoning districts.**

III. CONCLUSION

Based on the foregoing analysis, the Applicant believes that the proposed request is justified and is consistent with the City of Clermont Land Development Code. Applicant respectfully requests that the Planning & Zoning Commission recommend approval to the City Council to rezone the Property from UE to PUD.

Exhibit "A"
(Legal Description)

THAT PORTION OF THE EAST 222.00 FEET OF THE SOUTHEAST 1/4 OF NORTHWEST 1/4 TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF NORTHEAST 1/4, ALL LYING IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00°30'12" WEST, ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1363.52 FEET TO A POINT ON THE SOUTH RIGHT WAY LINE OF STATE ROAD 50, PER F.D.O.T. RIGHT OF WAY MAP SECTION 11070-2505, THIS BEING THE POINT OF BEGINNING; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 554.31 FEET TO THE WESTERLY LINE OF THAT PARCEL AS DESCRIBED IN OFFICIAL RECORD BOOK 3153, PAGE 2149 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°53'31" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 89°06'29" EAST, ALONG THE SOUTHERLY LINE OF SAID PARCEL AND THE PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 591, PAGE 1222 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, A DISTANCE OF 549.99 FEET TO THE EASTERLY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORD BOOK 591, PAGE 1222; THENCE RUN NORTH 00°53'31" EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF 325.00 FEET; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 203.70 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 27; THENCE RUN SOUTH 00°25'59" WEST, ALONG SAID EAST LINE, A DISTANCE OF 1293.07 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 88°58'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27, A DISTANCE OF 1309.61 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHWEST 1/4 OF THE NORTHEAST 1/4; THENCE RUN NORTH 88°58'56" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 27, A DISTANCE OF 222.01 FEET TO A POINT, 222.00 FEET, WESTERLY OF, WHEN MEASURED PERPENDICULAR TO THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; THENCE RUN NORTH 00°30'12" EAST, ALONG A LINE PARALLEL WITH THE WEST LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 27; A DISTANCE OF 1289.70 FEET TO A POINT ON THE AFORESAID SOUTH RIGHT OF WAY LINE; THENCE RUN SOUTH 89°06'29" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 222.00 FEET TO THE POINT OF BEGINNING.



Florida Department of Transportation

**RICK SCOTT
GOVERNOR**

719 S. Woodland Blvd.
Deland, FL 32720

**JIM BOXOLD
SECRETARY**

January 11, 2017

RE: Relocation of Pond
State Road No.: 50
County: Lake

To whom it may concern:

The Florida Department of Transportation has received a request to consent to the rezoning land classification of the Department's property Parcel 2722260001-000-032000 intersection of SR 50 and Emil Jahna Rd in Lake County. While the Department does not have the legal authority to consent to such rezoning requests, this letter is to advise you that we have no objection to this rezoning and will take no action to prohibit or otherwise block your attempt to rezone this property.

We are currently entertaining a request from a private company, UP Fieldgate US Investments – Clermont Hills, LLC, wherein the DOT will convey the existing DOT Pond as described on the attached Exhibit "A". The new pond will be on the adjacent parcel and shared as a joint use pond with the DOT upon approval and completion of construction and certification.

Todd Moynihan
Property Management Administrator
Florida Department of Transportation – District 5
(386) 943-5082
todd.moynihan@dot.state.fl.us

LEGAL NOTICE

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

ORDINANCE NO. 2017-21

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

LOCATION

Southwest corner of Highway 50 and Emil Jahna Road
Alternate Key 3868854 and a portion of 3868851

LEGAL DESCRIPTION

That portion of the East 222.00 feet of the Southeast 1/4 of Northwest 1/4 together with a portion of the Southwest 1/4 of Northeast 1/4, all lying in Section 27, Township 22 South, Range 26 East, Lake County Florida, being more particularly described as follows: Commencing at the North 1/4 corner of Section 27, Township 22 South, Range 26 East, Lake County, Florida, run South 00°30'12" West, along the West line of the Northeast 1/4 of said Section 27, a distance of 1363.52 feet to a point on the South right of way line of State Road 50, per F.D.O.T. right of way Map Section 11070-2505, this being the Point of Beginning; thence run South 89°06'29" East, along said South right of way line, a distance of 554.31 feet to the Westerly line of that parcel as described in Official Record Book 3153, Page 2149 of the Public Records of Lake County, Florida; thence run South 00°53'31" West, along said Westerly line, a distance of 325.00 feet; thence run South 89°06'29" East, along the Southerly line of said parcel and the parcel described in Official Record Book 591, Page 1222 of the Public Records of Lake County, Florida, a distance of 549.99 feet to the Easterly line of said parcel described in Official Record Book 591, Page 1222; thence run North 00°53'31" East, along said Easterly line, a distance of 325.00 feet; thence run South 89°06'29" East, along said South right of way line a distance of 203.70 feet to a point on the East line of the Southwest 1/4 of the Northeast 1/4 of Section 27; thence run South 00°25'59" West, along said East line, a distance of 1293.07 feet to the Southeast corner of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 88°58'56" West, along the South line of the Southwest 1/4 of the Northeast 1/4 of said Section 27, a distance of 1309.61 feet to the Southwest corner of said Southwest 1/4 of the Northeast 1/4; thence run North 88°58'56" West, along the South line of the Southeast 1/4 of the Northwest 1/4 of said Section 27, a distance of 222.01 feet to a point, 222.00 feet, Westerly of, when measured perpendicular to the West line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; thence run North 00°30'12" East, along a line parallel with the west line of the Southwest 1/4 of the Northeast 1/4 of said Section 27; a distance of 1289.70 feet to a point on the aforesaid South right of way line; thence run South 89°06'29" East, along said South right of way line, a distance of 222.00 feet to the Point of Beginning.

Containing 18.38 +/- Acres

From: Urban Estate
To: Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Daily Commercial
January 31 and February 14, 2017



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 14, 2017		
Agenda Item Name		
Ordinance No. 2017-22 <i>Introduction</i> <i>Density Bonus Criteria</i>		
Requested Action		
Recommend introduction of Ordinance 2017-22.		
Staff Report		
At its Dec. 13, 2016 meeting, the Council approved the transmittal of Ordinance 2016-40, a proposed amendment to the future land use element of the comprehensive plan that would increase the maximum allowed density in the Downtown Mixed Use district from 12 units per acre up to 25 units per acre. This proposed amendment also provided for a bonus density up to a maximum of 40 units per acre through a Community Benefit Agreement that would be detailed in the land development code (LDC). At the December hearing, the Council directed staff to prepare density bonus criteria for consideration at the Feb. 28, 2017 meeting along with the final adoption of Ordinance 2016-40, the related comprehensive plan amendment. Several criteria for receiving bonus density consideration were discussed at the December hearing, including fee simple ownership and quality building materials. These criteria, as well as others that address pedestrian improvements, trail connections and urban design/architecture, are proposed as mandatory requirements to be met when considering any densities exceeding the currently allowed 12 units per acre. Eight additional criteria are outlined in the proposed new code Section 122-249 Density Bonus Criteria that would provide a basis for consideration of additional density up to the maximum 40 units per acre. These criteria are streetscape elements, transit facilities, parking structures, public parking, environmental sustainability, public open space, public art/cultural facilities and enhanced landscaping. The LDC language also outlines a compatibility review process for projects proposing to use the bonus that would assess whether the projects have the potential to negatively impact adjacent properties abutting the CBD. Finally, Section 122-249 describes the Community Benefit Agreement (CBA) that would be required for final Council approval. The CBA is also referenced in the future land use element amendment.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance	2017-22 Density Bonus Criteria.doc
2.	Legal ad	2017-22 Density Bonus Criteria legal ad.doc

CITY OF CLERMONT
ORDINANCE No. 2017-22

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF CLERMONT BY ADDING SECTION 122-249, DENSITY BONUS CRITERIA; SETTING FORTH STANDARDS AND REGULATIONS FOR THE CRITERIA FOR THE DENSITY BONUS; AND PROVIDING FOR CONFLICT, SEVERABILITY, CODIFICATION AND AN EFFECTIVE DATE.

WHEREAS, pursuant to the provisions of Chapter 163, Florida Statutes, the City of Clermont Planning and Zoning Commission, acting as the Local Planning Agency of the City, has held a public hearing on February 7, 2017 and following such hearing found this Ordinance to be in the best interest of the City of Clermont, and recommended that the City Council adopt this Ordinance; and

WHEREAS, the City Council of the City of Clermont desires to add Section 122-249, Density Bonus Criteria, of the City of Clermont's Code of Ordinances;

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

SECTION 1.

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

SECTION 2.

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

Section 122-249 Density Bonus Criteria.

General Description

An applicant may request the use of a density bonus in the Central Business District by including a justification statement in the description of the project in their site plan application. The attainment of a bonus requires three separate components:

1. Compliance with the mandatory requirements;
2. Utilization of the density bonus criteria;
3. Compatibility with the planned character of adjacent and surrounding properties.

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A bonus shall not be considered an entitlement. The maximum available bonus under the proposed system below may not be appropriate in all situations. Neighborhood compatibility issues or lack of adequate infrastructure may not support the full bonus. The City Council may approve a requested bonus, approve a requested bonus with conditions to mitigate the impact of the bonus, approve a lesser bonus, approve a lesser bonus with conditions to mitigate the impact of the bonus, or deny a requested bonus.

Maximum Residential Density in the Central Business District

The maximum residential density permitted in the Central Business District is 25 dwelling units per acre. Through the use of the bonus provisions below, the total maximum allowed residential density may be increased to 40 dwelling units per acre in the Central Business District. At no time shall residential densities be increased above 40 dwelling units per acre.

Mandatory Requirements for Residential Development in the Central Business District

The following items are mandatory components for any project in the Central Business District that is greater than 12 dwelling units per acre, including any project utilizing the density bonus provisions of this section:

1) Ownership

The project must be designed, constructed and sold as fee simple or condominium ownership structure.

2) Construction Materials

Durable, high-quality materials, such as stone, steel, glass, precast concrete, or masonry shall be required. Such materials and associated architectural features must wrap around all sides of the building that are visible from the public realm. Traditional stucco may be appropriate in a historic context or for a Mediterranean-style building. Buildings incorporating EIFS (Exterior Insulation Finishing System) or other faux-stucco finish for more than 10 percent of a street-facing façade do not meet this criterion. Buildings constructed primarily of wood framing do not meet this criterion.

3) Urban Design/Architecture

Building placement must reinforce the walkability of downtown and embrace desired pedestrian/building relationships. The primary building entrance, if a singular entrance, must be a prominent feature that is defined and articulated with pediments, pilasters, columns, porticoes, porches, overhangs, railings, or other architecturally compatible elements. Buildings on corner lots and buildings that terminate views from the public realm must incorporate additional height or other features that emphasize their prominent location.

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4) Pedestrian Improvements

The project must include sidewalks in all public rights-of-way and a pedestrian access plan for the internal movement throughout the project.

5) Trail Connection

The project must be adjacent to or within 1,500 feet of a publicly dedicated trail. If not adjacent, a connection between the project site and public trail must be constructed. Any planned connection must meet the minimum design criteria for a publicly accessible trail.

Criteria for Density Bonus

Bonus density may be awarded to a project based upon successful compliance with one or more of the following criteria listed below. Each project must demonstrate that the inclusion of one or more of the following criteria justifies an increase in density. The City shall consider the entirety of the project and the manner in which the project exceeds minimum City standards for development within the Central Business District. Those projects exemplifying maximum and superior utilization of the bonus criteria below may be awarded a higher density. The determination of the final allowable maximum density includes consideration of the criteria below and compliance with the Compatibility Revisions of this section. The density bonus commitments proffered by the applicant and agreed to by the City shall be included in a Community Benefit Agreement described further in this section.

1. Streetscape

Streetscape treatment that meets the City's downtown streetscape plan or exceeds the minimum standards normally required of the development's location.

2. Transit

The site is proximate (1/4 to 1/2 mile) to a sheltered transit stop. This criterion may be waived until such time as transit service is more fully provided within the downtown corridor.

3. Parking Structure

Parking garage is located such that it is interior to the site or lined with habitable space along all street-facing facades.

4. Public Parking

The project provides parking beyond the minimum required by code to accommodate public parking in the downtown.

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5. Environmental Sustainability

Site design and building materials that exceed the minimum environmental sustainability requirements in place at the time of development. Such enhancements should consider energy efficiency, stormwater design, solar, solar roofs or other renewable energy sources, recycling, and sustainable materials options, all of which should be judged against the best-available technology and any relevant and generally accepted environmental certification programs.

6. Public Open Space

Publicly accessible and functional open space that is open to the sky and at least 2,500 square feet in area.

7. Public Art/Cultural Facilities

The project includes a prominent component of public art or provides space to support community cultural activities, all accessible to the public. The applicant may proffer a payment in lieu of this criterion subject to a fund established by the City for use consistent with the intent of this provision.

8. Landscaping

A landscaping plan that exceeds the minimum City requirements.

Compatibility Review

Projects that utilize this density bonus section to increase density above 25 dwelling units per acre, and are located adjacent to, or across a public street from, an adjoining zoning district other than the Central Business District, shall be required to undergo a Compatibility Review (CR). This review will ensure that the proposed density bonus results in a development that is compatible with the massing, scale, form, and design of adjoining and nearby development. The City Manager or designee responsible for administration of the Land Development Code shall consider the following factors in conducting the Compatibility Review:

1. The current and planned uses of the surrounding area as allowed by the current future land use category(s) of surrounding properties;
2. If the resulting use of the density bonus will have a substantially greater negative impact on the surrounding neighborhood than the project would have without utilizing a density bonus;
3. If proposed building setbacks significantly decrease site lines between building sites;

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4. If proposed landscaping/buffers provide sufficient screening to mitigate the negative effects of the incompatibility; and
5. If the resulting use of the density bonus decreases the level of service of any infrastructure below the adopted standards in the comprehensive plan.

Neighborhood Compatibility Report

The City Manager or designee shall produce a neighborhood compatibility report based on the proposed project. If the report results in a recommendation to reduce or eliminate the use of the density bonus for failure to meet the findings of the compatibility review, the City Manager or designee shall provide additional conditions on the project to mitigate those concerns. Those conditions may include, but are not limited to the following:

1. A reduction in the density bonus.
2. Increased building setbacks.
3. Increased landscaping/buffers.
4. Increased open space.
5. Off-site infrastructure improvements necessary to maintain adopted levels of service.

Community Benefit Agreement

An agreement between the City and the Applicant shall be required to memorialize the commitments proffered by the applicant, and shall be considered by the City Council at the time the application is considered in a public hearing. This agreement shall be known as a Community Benefit Agreement (CBA), and shall contain the terms and conditions by which the applicant will provide the density bonus elements of the project. The Community Benefit Agreement shall be presented to the City Council along with the application to increase residential density above 25 dwelling units per acre on any project in the Central Business District.

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.

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SECTION 4.

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

SECTION 5.

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

SECTION 6.

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.

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PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 28th 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.

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This ordinance will be considered by the Planning & Zoning Commission on Tuesday, February 7, 2017 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, February 28, 2017 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe,
MMC
City Clerk

Daily Commercial
January 31 and February 14, 2017