

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, August 12, 2014**

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

- | | |
|---|---|
| Item No. 1 - Bid Award | Consider approval of bid award to Show Masters Production Logistics, Inc. for On-Call Audio-Visual Services. |
| Item No. 2 - Bid Award and Budget Amendment | Consider approval of bid award to Tindale-Oliver & Associates, Inc. for non-utility fees comprehensive study and a budget amendment in the amount of \$57,234.98. |
| Item No. 3 - Bid Award | Consider approval of bid award to Pavement Technology, Inc. for 2014 Asphalt Rejuvenation in the amount of \$137,339.44. |
| Item No. 4 - Event Request | Consider request to host a "Vintage Market" event on October 4 - 5, 2014 in Downtown Clermont. |

UNFINISHED BUSINESS

- | | |
|--|--|
| Item No. 5 - Ordinance No. 2014-18; <i>Final</i> | Consider adoption of Ordinance for the Clermont Interlocal Service Boundary Agreement (ISBA) |
|--|--|

NEW BUSINESS

- | | |
|---|---|
| Item No. 6 - Board Appointments | Consider Board Appointments |
| Item No. 7 - Ordinance 2014-19; <i>Introduction</i> | Consider introduction of Ordinance to annex property located east of Grand Highway, between SR 50 and Pitt Street. |
| Item No. 8 - Ordinance 2014-20; <i>Introduction</i> | Consider introduction of Ordinance to change the future land use for property located east of Grand Highway, between SR 50 and Pitt Street. |

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
7:00 PM, Tuesday, August 12, 2014**

Item No. 9 - Ordinance 2014-21; *Introduction*

Consider introduction of Ordinance to change the zoning for property located east of Grand Highway, between SR 50 and Pitt Street.

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
PURCHASING DIVISION
RESPONSE TABULATION**

**RFP 14-027, ON-CALL AUDIO-VISUAL SERVICES
DUE DATE/TIME: JUNE 5, 2014 AT 2:00 P.M. (EST)**

COMPANY NAME	1-ORIGINAL, 4-COPIES
LMG, LLC. – Orlando, FL	Yes
Show Masters Production Logistics, Inc. – North Richland Hills, TX	Yes



City of Clermont Evaluation Summary

RFP No. 14-027 PROJECT TITLE: On-Call Audio-Visual Services

Meeting Location and Time:

Friday, June 13, 2014 at 2:00 P.M. 2nd Floor Conference Room

Selection Committee Members:

Chris Dudeck

Don Dennis

Dave Teske

Freddy Suarez (non voting member)

	Points Received	Points Received	Points Received	Total Points	Rank
LMG	55	77	69	201	2
Show Masters Production	69	81	73	223	1
NOTES:					

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified firms to provide on-call audio-visual services (RFP 14-027). All responses must be received prior to 2:00 P.M. on Thursday, June 5, 2014. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
May 6, 2014
May 15, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date	
Tuesday, August 12, 2014	
Agenda Item Name	
Bid Award and Budget Amendment	
Requested Action	
Move to approve contract with Tindale-Oliver & Associates, Inc. to conduct a citywide non-utility fee study in the negotiated amount of \$57,234.98 and budget amendment.	
Staff Report	
THE EVALUATION COMMITTEE RECOMMENDS APPROVAL OF THE ABOVE ACTION. The Purchasing Division issued a Request for Proposal (RFP) number 14-025 on April 22, 2014 to obtain the services of a qualified consultant firm to conduct a citywide comprehensive fee study. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFP. An evaluation committee composed of seven (7) City staff members (six voting members and one non-voting member) reviewed, scored and ranked the proposals. Tindale-Oliver & Associates was the top ranked firm selected for their qualifications, knowledge and experience of non-utility fees studies. The Purchasing Manager entered into negotiations with Tindale-Oliver & Associates, Inc. which resulted in a reduction of fees from \$62,271.64 to \$57,234.98 for a savings of \$5,036.66 without affecting the level of service. The study will include a review of fees charged in the City Clerk, Development Services, Parks and Recreation and Police Departments. The award recommendation is being made to the most qualified respondent Tindale-Oliver & Associates, Inc. for non-utility fees. The evaluation committee decided not to recommend award for a utility fees study consultant during this RFP and opted to do a separate RFP in the future in order to receive more competitive responses.	
Legal Impact	
Additional Analysis	
Fiscal Impact Summary	
The fee study is not included in the current budget. A budget amendment in the amount of \$57,234.98 in the General Fund is proposed.	

Fiscal Impact		Fund Number and Description	Available Budget Amount
\$57,234.98		10519-53100	\$0.00
Exhibits Attached (copies of original agreements)			
1.	Response Tabulation	RFP 14-025 Response Tabulation.pdf	
2.	Evaluation Summary	RFP 14-025 Evaluation Summary.pdf	
3.	RFP 14-025 Ad	RFP 14-025 Ad.doc	



**City of Clermont
PURCHASING DIVISION
RESPONSE TABULATION**

**RFP 14-025, COMPREHENSIVE FEE STUDY CONSULTANT
DUE DATE/TIME: MAY 29, 2014 AT 2:00 P.M. (EST)**

COMPANY NAME	TASKS 1 – NON-UTILITY FEES TASK 2 – UTILITY FEES	1-ORIGINAL 7-COPIES
Matrix Consulting Group, Ltd. – Mountain View, CA	Task 1 & 2	Y
Management Partners – Cincinnati, OH	Task 1 & 2	Y
Tindale-Oliver & Associates, Inc. – Tampa, FL	Task 1	Y



City of Clermont Shortlist Summary

RFP No. 14-025 PROJECT TITLE: Comprehensive Fee Study Consultant

Meeting Location and Time:

Friday, June 6, 2014 at 1:00 P.M. 2nd Floor Conference Room

Selection Committee Members:

Joe Van Zile

Barbara Hollerand

Paul Roy

Tracy Ackroyd

Charles Broadway

Dave Teske

Freddy Suarez (non voting member)

	Points Received	Points Received	Points Received	Points Received	Points Received	Points Received	Total Points	Rank
Matrix Consulting Group, Ltd.	68	93	69	80	49	84	230	2
Management Partners	56	86	75	82	63	68	217	3
Tindale-Oliver & Associates	75	92	88	90	75	79	255	1
NOTES:								

REQUEST FOR PROPOSAL

The City of Clermont is requesting proposals from qualified firms to conduct a citywide comprehensive fee study (RFP 14-025). All responses must be received prior to 2:00pm on Thursday, May 29, 2014. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
April 28, 2014
May 5, 2014



CITY OF CLERMONT

AGENDA ITEM

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Council Meeting Date											
Tuesday, August 12, 2014											
Agenda Item Name											
Bid Award											
Requested Action											
Motion to approve contract with Pavement Technology, Inc. to provide all labor, material and equipment necessary to apply asphalt rejuvenating agent to City maintained roads.											
Staff Report											
THE PURCHASING DIVISION AND THE PUBLIC WORKS DEPARTMENT RECOMMEND APPROVAL OF THE ABOVE ACTION. The Public Works Department contacted the Purchasing Division to determine the most effective manner to contract a company to provide asphalt rejuvenation to City maintained roads. The Purchasing Division issued a Request for Bid (RFB) number 14-033 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was a single response to the RFB. Asphalt rejuvenation is the process of restoring chemical properties that have been deteriorating since the asphalt was laid. The process restores flexibility to the pavement, and restores proper balance to the asphalt components. The process also seals the pavement against water and extends the effective service life of the pavement. Award is being recommended to single bidder Pavement Technology, Inc. at the total amount of \$137,339.44 who complied with all terms, conditions, and specifications stated in the RFB.											
Legal Impact											
Additional Analysis											
Fiscal Impact Summary											
Purchase is included in the current year budget.											
Fiscal Impact	Fund Number and Description	Available Budget Amount									
\$137,339.44	12541-54603	\$298,005.00									
Exhibits Attached (copies of original agreements)											
<table><tr><td>1.</td><td>Response Tabulation</td><td>RFB 14-033 Response Tabulation.pdf</td></tr><tr><td>2.</td><td>List of Roads</td><td>List of Roads.pdf</td></tr><tr><td>3.</td><td>RFB 14-033 Ad</td><td>RFB 14-033 Ad.doc</td></tr></table>			1.	Response Tabulation	RFB 14-033 Response Tabulation.pdf	2.	List of Roads	List of Roads.pdf	3.	RFB 14-033 Ad	RFB 14-033 Ad.doc
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2.	List of Roads	List of Roads.pdf									
3.	RFB 14-033 Ad	RFB 14-033 Ad.doc									



**PURCHASING DIVISION
RESPONSE TABULATION**

**RFB 14-033, 2014 ASPHALT REJUVENATION
DUE DATE/TIME: JULY 24, 2014 AT 2:00 P.M. (EST)**

COMPANY NAME	ADDENDUM 1	STANDARD PRODUCT TOTAL AMOUNT	ALTERNATE PRODUCT TOTAL AMOUNT
Pavement Technology, Inc. – Westlake, OH.	Y	\$137,339.44	N/A

**** Addendum 1 was not a mandatory submittal with response.**

SECTION – C
PRICE SCHEDULE

The listed streets below are in priority of asphalt rejuvenation. The City of Clermont reserves the right to select streets to be rejuvenated from the bid to meet budget funding. Respondent shall include costs for mobilization, traffic control, sealing, and street sweeping.

Standard Product Specified				
L.N.	Street Name	Description (Priority 1 Streets)	Price Per Street (Standard Product)	Price Per Street (Alternate Product)
1.	North Jack's Lake Rd.	From Northridge Blvd. to cul-de-sac.		
2.	Laurel Hill Dr.	From North Jack's Lake Rd. to Cascade Falls Dr.		
3.	Willow Wind Dr.	From Northridge Blvd. to Cascade Falls Dr.		
4.	Willow Crest Dr.	From Northridge Blvd. to Cascade Falls Dr.		
5.	Hillview Dr.	From Northridge Blvd. to Cascade Falls Dr.		
6.	Cascade Falls Dr.	From Northridge Blvd. to North Jack's Lake Rd.		
7.	Silhouette Dr.	From Cascade Falls Dr. to Citrus Tower Blvd.		
8.	Sundown Ln.	From Cascade Falls to Evening Dr.		
9.	Sunset Village Blvd.	From Cascade Falls Dr. to Citrus Tower Blvd.		
10.	Nightfall Dr.	From Cascade Falls Dr. to Silhouette Dr.		
11.	Evening Dr.	From Nightfall Dr. to Silhouette Dr.		
12.	Pier St.	From North Jack's Lake Rd. to Silhouette Dr.		
13.	Lakeview Pointe Dr.	From Pier St. to cul-de-sac		
14.	Reflections St.	From Lakeview Pointe Dr. to North Jack's Lake Rd.		
15.	Setting Sun	From North Jack's Lake Rd. to cul-de-sac		

SECTION – C
PRICE SCHEDULE

	Ct.			
16	Aqua Ln.	From North Jacks Lake Rd. to Hunt Trace Blvd.		
17	Sailing Bay Dr.	From Aqua Ln. to cul-de-sac		
18	Brentwood Dr.	From Briarhaven Ln. to end		
19	Briarhaven Ln.	From Brentwood Dr. to cul-de-sac		
20	Arbor Glen Ct.	From Briarhaven Ln. to cul-de-sac		
21	Willow Bend Dr.	From North Ridge Blvd. to end		
22	Pleasant Hill Dr.	From North Ridge Blvd. to Willow Bend Dr.		
23	Laurel Cove Ct.	From North Ridge Blvd. to cul-de-sac		
24	Muir Circle	From Presidio Dr. to Presidio Dr. and cul-de-sac (entire circle)		
25	Presidio Dr.	From North Ridge Blvd. to Citrus Tower Blvd. including loop		
26	Sutter Rd.	From Muir Circle to Muir Circle		
27	Tucans Ct.	From Muir Circle to cul-de-sac		
L.N.	Street Name	Description (Priority 2 Streets)	Price Per Street (Standard Product)	Price Per Street (Alternate Product)
28	Vale Dr.	From Skyridge Rd. to cul-de-sac		
29	Ridge Way St.	From Vale Dr. to Citrus Tower Blvd.		
30	Country Brook Av.	From Vale Dr. to Skyridge Rd.		

SECTION – C
PRICE SCHEDULE

31	Knollcrest Dr.	From Vale Dr. to Skyridge Rd.		
32	Woodvale St.	From Knollcrest Dr. to cul-de-sac		
33	Crestridge Dr.	From Woodvale St. to Cul-de-sac		
34	Skyridge Rd.	From North Ridge Blvd. to Crestridge Dr.		
35	Presidio Dr.	From Citrus Tower Blvd. to cul-de-sac		
36	Chancellor Ct.	From Presidio Dr. to cul-de-sac		
37	Lombard Cir.	From Presidio Dr. to Presidio Dr.		
38	Pacific Av.	From Presidio Dr. to North Ridge Blvd		
39	Skyridge Rd.	From North Ridge Blvd. to Southridge Rd.		
40	Sky Valley St.	From Wake Forest Av. to Southridge Rd.		
41	Valley Ridge Loop	From Southridge Rd. to Southridge Rd.		
42	Wake Forest Av.	From Skyridge Rd. to Southridge Rd.		
43	Ridge Valley St.	From Presidio Dr. to Skyridge Rd.		
44	Southridge Rd.	From cul-de-sac to cul-de-sac		
45	Brantley Cir.	From Lakeshore Dr. to Brantley Cir. (entire circle)		
46	Villa Ct.	From Bloxam Av. to Bloxam Av. (entire circle)		
47	Indian Shore Dr.	From CR 561 to Shorecrest Cir.		

SECTION – C
PRICE SCHEDULE

48	Shorecrest Cir.	From Indian Shore Dr. to Indian Shore Dr. (entire circle)		
49	Oak Hollow Rd.	From Shorecrest Dr. to Shorecrest Dr.		
50	Indian Shore Dr.	From Shorecrest Dr. to Shorecrest Dr.		
Total Amount				

Price Per Square Yards (Standard Product): \$ _____

Price Per Square Yards (Alternate Product): \$ _____

Name of Alternate Product: _____

Contractor's Days to Final Completion: _____ Calendar Days.

Not To Exceed: Ninety (90) Calendar Days From Notice To Proceed.

Complete next page.

REQUEST FOR BID

The City of Clermont is requesting bids from qualified respondents to provide asphalt rejuvenation to City maintained streets (RFB 14-033). All responses must be received prior to **2:00 P.M. on Thursday, July 24, 2014**. Information may be obtained from the City's website at www.cityofclermontfl.com

Publication Date: Newspaper
June 19, 2014
June 26, 2014

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, August 12, 2014		
Agenda Item Name		
Event Request		
Requested Action		
Move to approve Downtown Clermont Merchants, Inc. request.		
Staff Report		
The Downtown Clermont Merchants, Inc. would like to host a “Vintage Market” event scheduled for October 4 - 5, 2014 in Downtown Clermont. The following items are requested from the City of Clermont for this event: - To close Montrose Street between 8th Street and 7th Street, close 8th Street between Montrose Street and Minneola Avenue and close Minneola Avenue between 8th Street to the Elks entrance off Minneola Avenue. (see attached map) - Road closures starting Friday, October 4 at 5:00 PM for vendor load in. - Use of City barricades for the blockade at all street closure intersections. - Provide additional garbage cans and trash liners for Montrose St, 8th St. and Minneola Ave. as needed. City of Clermont to provide trash pickup no later than the morning of Sunday, October 6 before the start of the Downtown Farmers Market The Downtown Clermont Merchants will provide security at their cost for the vendors that will be setting up on Friday evening.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
None		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Vintage Market Council Packet Vintage market - Council Packet 2014.pdf		

Downtown Clermont Merchants, Inc.
729 West Montrose Street
Clermont FL 34711

City of Clermont
Mayor and Council Members
685 West Montrose Street
Clermont, FL 34711

Gentlemen:

A group of shop owners, the Downtown Clermont Merchants, is planning a Vintage Market and Garden Show for Saturday, October, 2014. The event will host various vendors of vintage, shabby and primitive items and related garden and gardening items. The items are repurposed and refinished in a style called "shabby chic" that is growing in popularity.

The purpose is to bring shoppers to the Historic District to help promote businesses as part of an ongoing campaign to bring awareness to Downtown and revitalize the area. We are estimating between 50 to 100 vendors who would display their wares in booths in the Historic Downtown District.

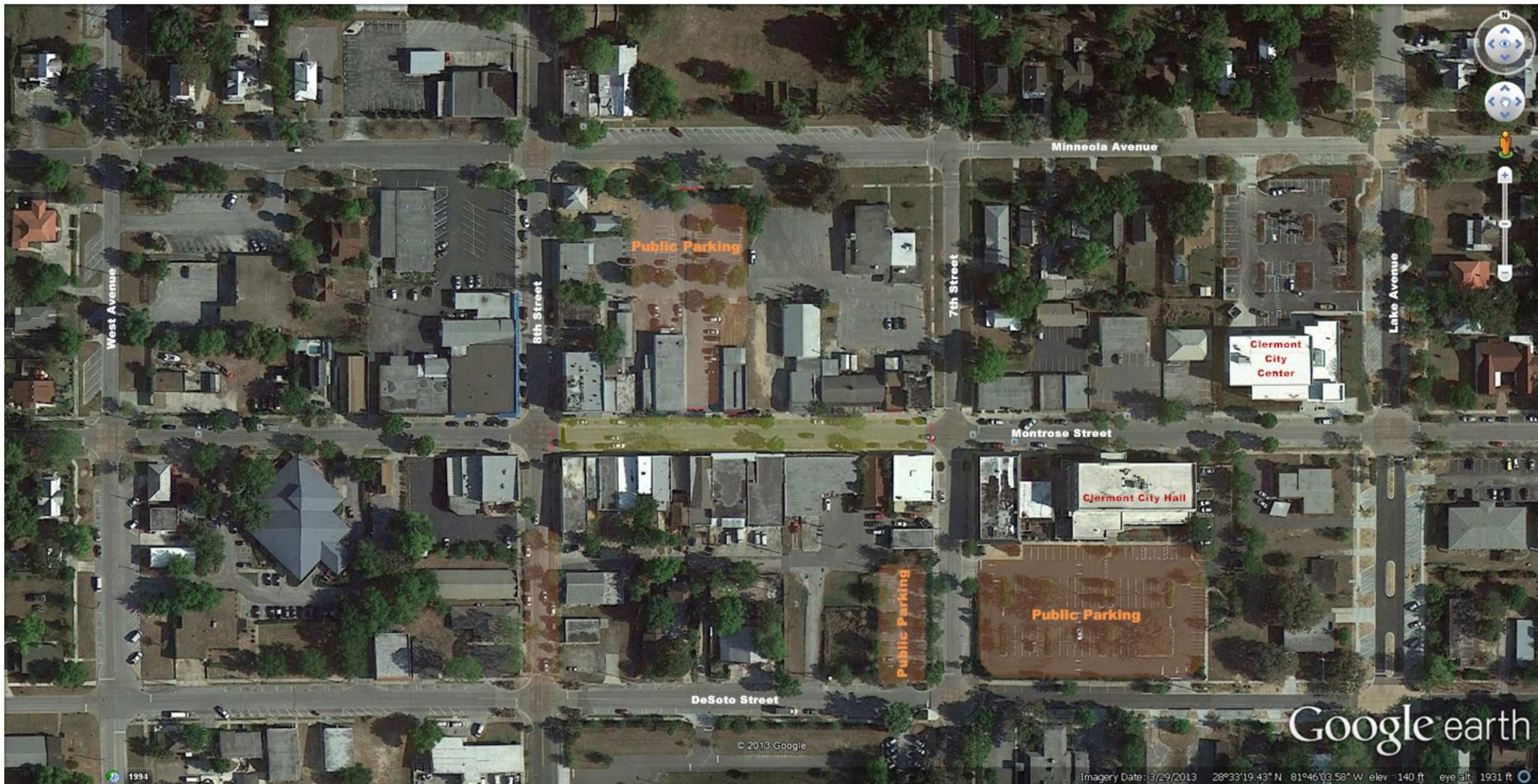
We are requesting the closure of streets in the area from 7th to 8th on West Montrose, 8th from Montrose to Minneola and Minneola from 8th to the parking entrance behind the South Lake Animal League. We have patterned the layout to be similar to our previous Vintage Market in March. Food vendors will be included, but we are not requesting permission to serve alcohol.

With your permission we will be setting up after business hours on Friday evening and will provide security for those vendors. Breakdown will take place at 4pm Saturday. We will work with city staff to make sure that all requirements are met.

Thank you for your consideration. Staff can contact me with any other requests or concerns.

Michael W. Corradino
South Lake Tablet, Inc.
723 Montrose Street
Clermont FL 34711
352-988-8115

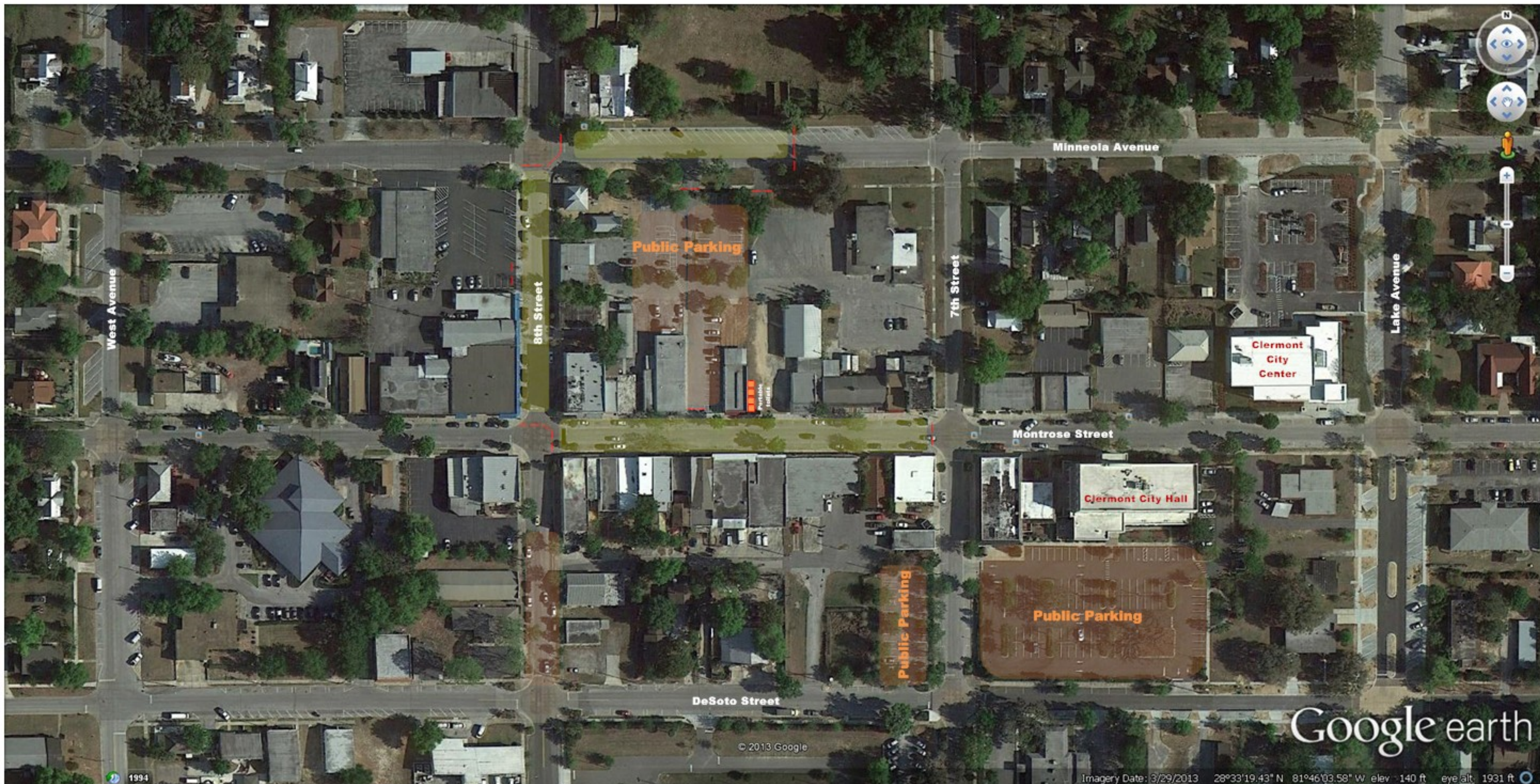
CLERMONT VINTAGE MARKET - Friday, October 4, 2015



 **Public Parking Downtown**

 **Denotes Event Area with Street Closures
starting on Friday October 4 at 5:00 PM till
Saturday October 5 at 5:00 AM**

CLERMONT VINTAGE MARKET - Saturday, October 5, 2015



 **Public Parking Downtown**

 **Denotes Event Area with Street Closures from Saturday
October 5 from 5:00 AM till 6:00 PM**



CITY OF CLERMONT EVENT APPLICATION

If approved, this application will be subject to the attached use agreement and responsible for any charges associated with this rental.

Date of Application: 5/1/14 Name of Event: Vintage Market

Date(s) of Request: 10/4/14 Actual Event Hours Start: 9am End: 4pm

(All events must end no later than 10pm)

Set Up Hours Start: 5:30pm End: 9pm Breakdown Hours Start: 4pm End: 6pm

Please list all City of Clermont facilities and/or streets being requested: Montrose + M. Mimiello
between 7th + 8th - 8th Street between above

Name of Organization/Renter: Downtown Clermont Merchants, Inc.

Check Type of Organization: ☒ Not for Profit ☐ For Profit ☐ Commercial ☐ Individual ☐ Government

Tax Exempt: ☐ Yes ☒ No If Yes, you must provide your Tax Exempt # _____

Federal ID #/Drivers License #: 46-3659252 Website: www.clermontmerchants

Event Contact: Barbara Rajcuk Email: brajcuk@embargmail.com

Day Phone: 352-404-9904 Cell Phone: _____ Other Phone/Fax: 407-427-7092

Address: 729 W. Montrose St. City: Clermont State: FL Zip: 34711

Secondary Contact: Mary Jo Pffefer Phone#: 352-243-9977

Briefly Describe Event: Outdoor "Shabby chic" Furniture + garden
market - vintage home/furnishings

(Please attached any additional information such as a flyer, brochure or anything else that is pertinent to your event)

Do you have any special requests? (i.e. road closures, electrical, extra trash needs, special cleaning or stocking of bathrooms, etc):

Event Participants: 100 Expected Attendance: 1,000 # of Vehicles: 100

Are you planning on having food? ☒ Yes ☐ No Type of food: vendors + local restaurants

Are you planning on selling food? ☐ Yes ☒ No Will you have an admission fee: ☐ Yes ☒ No If yes, how much: _____

Do you intend to set up tents? ☒ Yes ☐ No If yes, then how big, how many and where? pop ups on Street
same as farmers market (a special tent permit may be required)

**Please attach a proposed layout showing your event including parking, set up, tents, event items, etc.

I understand and agree that I am responsible for any vandalism or damage to the buildings and/or fixtures during my rental dates. As assurance of such responsibility I am posting the required deposit, which will be returned to me after the completion of my scheduled event, providing that the rental facilities, buildings and fixtures are not damaged, that all equipment has been properly stored and additional cleanup is not necessary. I understand all rental fees and deposit is required at time of reservation.

Mimiello
Applicant Signature

5/1/14
Date

Rules received and read (initial): Mme



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date

Tuesday, August 12, 2014

Agenda Item Name

Ordinance No. 2014-18; *Final*

Requested Action

Adoption of Ordinance No. 2014-18 for the Clermont ISBA

Staff Report

At the Lake County Board of County Commission (BCC) meeting held on July 8, 2014, the BCC voted to approve the ISBA with two changes that clarify the annexation and general development approval process.

This revision reflects those two changes and everything else remains the same.

The Interlocal Service Boundary Agreement is being proposed for the area depicted in Exhibit A of the Agreement. This Agreement addresses the following key provisions:

- * Annexations - enclaves; properties currently receiving utilities from the City subject to an approved Utility Services Agreement; Annexation of right-of-way; Maintenance of right-of-way;
- * Land Development Regulations
- * Solid Waste
- * Fire Hydrants
- * Sharing of Equipment & Resources
- * E 911 System; and Addressing
- * Fire and Rescue Services

The two revisions include the following:

1. Section 3 language that requires property owners of over 10 acres to consent to annexation. This will prohibit Clermont from forcing annexation without an agreement. Such agreements include Utility Service Agreements, annexation agreements, or development agreements. Less than 10 acres reflects Florida Statutes descriptions for properties considered "enclave" and can also be processed as a local land use amendment.
2. Section 4 language allows for developers or property owners to work with either jurisdiction for development approval. The County and City already work together for reviews. Annexation and utilities would still be required in any case, but this helps with possible Sector plan reviews when that becomes a viable development option in the south.

Staff does not view either of these amendments as a deterrent to the effectiveness of the ISBA.

Legal Impact

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2014-18 ISBA	2014-18 Clermont ISBA July 2014.doc
2.	Clermont & Lake County ISBA Agreement	Clermont ISBA CC8-12-14 adopt.pdf
3.	Clermont ISBA Map	Clermont ISBA map adopt 6-10-14.pdf
4.	Ad - Ordinance 2014-18	2014-18 ISBA-July 2014.doc

CITY OF CLERMONT
ORDINANCE No. 2014-18

**AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, ADOPTING
AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE
CITY OF CLERMONT AND LAKE COUNTY; REPEALING CITY OF
CLERMONT ORDINANCE 2014-09; PROVIDING FOR SEVERABILITY,
CONFLICT, AND EFFECTIVE DATE.**

WHEREAS, the City of Clermont and Lake County are entering into an Interlocal Service Boundary Agreement (“ISBA”) pursuant to §171.203, Florida Statutes; and

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont finds that the benefits of intergovernmental communications and coordination will accrue to all parties of the ISBA; and

WHEREAS, elected officials and appointed staff of the parties to the ISBA have met and negotiated in good faith to resolve issues relating to provisions for annexation and maintenance of right-of-way; Development applications, regulations and Comprehensive Plan; Solid Waste; Fire Hydrants Sharing of Equipment and Resources; the E 911 System and County to City addressing; and, Fire and Rescue Services, and have reduced their agreement to writing as set forth in the ISBA attached hereto; and

WHEREAS, the City Council of the City of Clermont has determined that the best interests of its citizens would be served by adopting the ISBA; and

WHEREAS, the City may enter into the ISBA pursuant to the authority of Article VIII of the Florida Constitution and Chapters 163.3177, 166.021 and 171.203, Florida Statutes (2009).

WHEREAS, the City of Clermont previously adopted Ordinance No. 2014-09 approving the ISBA and, thereafter the terms of the ISBA were modified requiring the consideration of a revised ISBA, necessitating the repeal of Ordinance No. 2014-09.

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

SECTION 1. Recitals.

The above recitals are true and correct and; by this reference, are hereby incorporated into and made an integral part of this Ordinance.

CITY OF CLERMONT
ORDINANCE No. 2014-18

1

SECTION 2. Adoption of ISBA.

The City Council hereby adopts, and the Mayor is authorized to and shall execute the Interlocal Service Boundary Agreement with Lake County, attached hereto and incorporated herein as **Exhibit “A”** which shall be kept on file in the office of the City Clerk.

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 and Repeal.

Ordinance No. 2014-09 is hereby repealed in its entirety and replaced by this Ordinance. Additionally, any portion of the Code of Ordinances, City of Clermont, Florida or any other 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 immediately upon its Second Reading and Final Passage.

CITY OF CLERMONT
ORDINANCE No. 2014-18

2

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of August, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

Attest:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
The City of Clermont and Lake County, Florida**

August 12, 2014

**INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN
THE CITY OF CLERMONT AND LAKE COUNTY, FLORIDA**

This Interlocal Service Boundary Agreement (the “Agreement”) is made by and between the City of Clermont, a Florida municipality (“CLERMONT”) and Lake County, a political subdivision of the State of Florida (the “COUNTY”).

WITNESSETH

WHEREAS, Florida municipalities possess Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, *Florida Statutes*; and

WHEREAS, the COUNTY possesses Home Rule powers pursuant to Article VIII, Section 1(b), of the Florida Constitution and Section 125.01, *Florida Statutes*; and

WHEREAS, the stated purpose of the Florida Interlocal Cooperation Act of 1969, Section 163.01, *Florida Statutes*, is to “permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities”; and

WHEREAS, the principal goal of the Interlocal Service Boundary Agreement Act Section 171.20, *Florida Statutes* is to “encourage local governments to jointly determine how to provide services to residents and property in the most efficient and effective manner while balancing the needs and desires of the community.” It is also intended to provide “a more flexible process for adjusting municipal boundaries and to address a wider range of the effects of annexation” . . . “to encourage intergovernmental coordination in planning, service delivery, and boundary adjustments and to reduce intergovernmental conflicts and litigation between local governments” . . . “to promote sensible boundaries that reduce the costs of local governments, avoid duplicating local services, and increase political transparency and accountability” . . . and “to prevent inefficient service delivery and an insufficient tax base to support the delivery of those services”; and

WHEREAS, the Parties desire to identify lands that are logical for future annexations into the CLERMONT; and

WHEREAS, the Parties find that the benefits of intergovernmental communications and coordination will accrue to all Parties; and

WHEREAS, the elected officials of the Parties have met and negotiated in good faith to resolve issues relating to annexation, joint planning and provision of infrastructure and wish to reduce their agreement to writing as set forth in this Agreement; and

WHEREAS, this Agreement is entered into pursuant to the authority of Article VIII of the Florida Constitution and Chapters 125.01, 163.3177, 166.021 and 171.203, 190.011 *Florida Statutes* (2012); and

NOW THEREFORE, in consideration of the mutual covenants set forth in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this Agreement.

2. **INTERLOCAL SERVICE AGREEMENT BOUNDARY.** The map attached hereto as Exhibit A, incorporated herein by reference, outlines the Interlocal Service Boundary Area and as shown on such map the boundary areas for CLERMONT as well as unincorporated areas.

3. **ANNEXATIONS.** The following agreement shall govern any annexations that occur within the Interlocal Service Agreement Boundary as displayed on Exhibit A:

a. **ANNEXATION OF PROPERTIES.**

- i. **Part I Chapter 171, Florida Statutes.** CLERMONT shall be entitled to annex any property in a manner which is consistent with Part I, Chapter 171, *Florida Statutes*.
- ii. **Enclaves.** Pursuant to §171.046, *Florida Statutes*, COUNTY hereby consents to the annexation of any enclave or the creation of any enclave which is the result of an annexation, so long as CLERMONT agrees to provide services to such enclave, and CLERMONT holds a public hearing prior to such annexation where the owners of all properties within the enclave are given written, first class mail notice, and an opportunity to comment publicly at such meeting.
- iii. **Annexation of Properties Which Do Not Meet Part I, Chapter 171, Florida Statutes; Specific Properties.** COUNTY hereby consents to the annexation of any non-contiguous real property in the unincorporated area within the Interlocal Service Boundary Area by CLERMONT as depicted in “Exhibit A” provided that subject properties are
 1. presently served by CLERMONT or other public central water and/or sewer utility; or
 2. where subject property owner/developer has entered into a concurrent Water and Sewer Utility Agreement at the time of annexation to extend utility infrastructure to the subject property, and provided further the CLERMONT shall not approve any development, or issue a final development order in such annexed area unless central water and wastewater shall serve the development.

b. CLERMONT shall not annex any areas not contained within the Clermont ISBA without the approval of the COUNTY.

c. Annexation of any undeveloped and unimproved parcel greater than ten (10) acres by Clermont shall require the property owners consent.

d. **ANNEXATION OF RIGHT OF WAY.** COUNTY agrees that it will not oppose the annexation of right of way located in the Interlocal Service Boundary Agreement area of CLERMONT, so long as at least one side of the road will be bounded by property located within CLERMONT after the annexation, or which meets any of the other annexation requirements of this Agreement. CLERMONT agrees that at the time that it annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right of way to avoid the creation of roadway enclaves. Annexing the right of way pursuant to this sub-paragraph does not require CLERMONT to accept maintenance responsibility for such road.

- e. **MAINTENANCE OF ROW.** From the Effective Date of this agreement, upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any subject road right-of-way, other than a State of Florida operated and maintained right-of-way, located between two nearest collector streets (or streets with a higher classification) intersecting right-of-ways (i.e. cross streets) or County four-lane or greater roadway,, CLERMONT shall assume maintenance responsibility for such road right-of-way segment and associated drainage facilities not terminating at any right-of-way centerline, but between and extending to and including the above mentioned local cross street intersections, or as may be mutually designated. All such transfers of maintenance responsibility related to an annexation shall include the entire width of the right-of-way adjacent to annexed properties. However, nothing in this agreement shall require CLERMONT to assume maintenance for any roadway and associated drainage facilities that does not meet City standards other than right of way width, nor shall CLERMONT have any responsibility to widen any such road.

- 4. **DEVELOPMENT APPLICATIONS, LAND DEVELOPMENT REGULATIONS, COMPREHENSIVE PLAN PROVISIONS.** Persons owning or developing land within the Interlocal Service Boundary Area will be faced with difficulty determining which local jurisdiction has control over permitting decisions. This difficulty will be exacerbated in areas where one jurisdiction may have permitting authority, but another jurisdiction may be providing utilities. During negotiations and pursuit of the matters contemplated by this Section 4, if either Party determines that it is in the public interest to proceed with comprehensive plan amendments, land development regulations and other land development matters (“Development Approvals”) that are within that Party’s jurisdiction before reaching any resolution with the other Party, such Party with jurisdiction may proceed with those Development Approvals. In order to minimize such difficulties, CLERMONT and the COUNTY agree as follows:

- a. **Development Applications.** For any application for development which is received by COUNTY for land within the CLERMONT ISBA, designated area on **Exhibit A**, or any application for development received by CLERMONT for land within CLERMONT limits and within five hundred feet (500’) of land that is located in the unincorporated area, CLERMONT or COUNTY, as the case may be, will immediately provide a copy of the development application to the other. CLERMONT and COUNTY shall work together to minimize any conflicts in regulations and to make the permitting process as efficient as can be.
- b. **Land Development Regulations.** CLERMONT and the COUNTY shall work together to compare their respective Land Development Regulations, and where there are inconsistent regulations; work towards eliminating such inconsistency, to the extent possible. When regulations are inconsistent, CLERMONT and the COUNTY shall strive to jointly amend the regulations with a goal to eliminate unnecessary conflict. CLERMONT and the COUNTY recognize there may be regulations that a party cannot amend for purposes of consistency due to factors beyond the party’s control, for example, consumptive use permit requirements. It is estimated that this process shall take up to thirty-six (36) months, at which time elected representatives from CLERMONT and the COUNTY shall meet to review the progress that has been made.

- c. **Comprehensive Plans.** CLERMONT and the COUNTY acknowledge that CLERMONT's Comprehensive Plans will have to be updated as annexations occur, and that the COUNTY Comprehensive Plan may need to be amended to accommodate future growth plans of CLERMONT within their designated areas. CLERMONT and the COUNTY agree to work together to jointly plan the designated areas to avoid incompatibility between uses in CLERMONT and COUNTY.
5. **SOLID WASTE.** The COUNTY and CLERMONT agree that through July 2014, CLERMONT shall deliver all solid waste under its control to COUNTY for disposal, so long as the rates charged by COUNTY remain competitive with rates charged in the Central Florida area, and so long as the cost to CLERMONT in doing so is less than CLERMONT's cost in using a different solid waste facility. The term "cost" as used in this Section 5 shall include but not be limited to transfer (fuel) costs and tipping fees. COUNTY agrees that any contract that it enters for the collection of waste will be able to be utilized by CLERMONT at their option, and will coordinate and communicate with CLERMONT on solid waste disposal opportunities which may exist after 2014.
6. **FIRE HYDRANTS.** CLERMONT agrees that any time a potable water line is extended into or through unincorporated areas, that fire hydrants or hydrant stub outs will be installed at recommended distances, based on CLERMONT's standards and approval, for fire hydrant spacing at COUNTY's expense. CLERMONT agrees that COUNTY shall have the right to have fire hydrants installed on any City water line located in the unincorporated area at COUNTY expense and as approved by CLERMONT. CLERMONT agrees that the COUNTY Fire Department shall have the right to use any City fire hydrant for official fire purposes, at no cost; COUNTY shall, however, notify CLERMONT anytime such a hydrant is used along with an estimate of how much water was used. Notification shall be in writing to the City Manager and provided within seven (7) calendar days of the COUNTY's use.
7. **SHARING OF EQUIPMENT AND RESOURCES.** CLERMONT and the COUNTY each own and operate equipment and resources that might be of use to the other. The goal of this paragraph is to minimize duplication of resources by allowing one party to this agreement to utilize the resources of another party in an effort to avoid duplication. CLERMONT and the COUNTY agree to allow the other party to utilize resources and equipment owned by the other so long as such equipment and resource is available and so long as the using party pays all costs involved with such use. It is recognized that in order to utilize some types of equipment, staffing from the donating agency will also be required, and in such a case, the agency using such resource or equipment shall also be responsible to pay any staff costs.
8. **E 911 SYSTEM; COUNTY ADDRESSING SYSTEM.** COUNTY maintains the E 911 addressing system. Such system is in use in the unincorporated area of Lake County and in some municipal areas. Due to cost and harm to citizens, it is not feasible to readdress existing addresses which are not

in compliance with the COUNTY numbering system. However, universal use of the COUNTY addressing system will enhance emergency response for all citizens of Lake County. CLERMONT and the COUNTY agree that any new address issued by CLERMONT or COUNTY (including any readdressing that may occur) will be issued in accordance with the County E 911 addressing system and rules. CLERMONT agrees that from the Effective Date of this agreement, all new addresses issued to their residents, shall meet the COUNTY's addressing standards. CLERMONT shall utilize the process set forth in Exhibit B, attached hereto and incorporated herein by reference.

9. **FIRE AND RESCUE SERVICES.**

- a. COUNTY and CLERMONT agree to automatically respond to assist the other for all types of emergencies including fire, medical emergencies, rescue, hazardous material, extrication, and natural and accidental disasters within the ISBA area, as well as in adjacent areas pursuant to Section (d) below. The provisions of this agreement do not apply to non-emergency calls, as defined in vii. below.
 - i. The parties agree to provide such assistance on an automatic aid basis utilizing the available units nearest to the incident.
 - ii. This agreement is not intended and shall not be construed to in any way deprive COUNTY or CLERMONT of any jurisdictional powers that such entity may have, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this agreement.
 - iii. For purpose of this agreement, automatic aid shall be defined as the immediate response of emergency personnel closest to the scene, regardless of whether such personnel are from the jurisdiction where the incident is located. The automatic aid shall be based on a predefined process agreed to pursuant to vii. below that results in the immediate response of emergency personnel to the scene of an emergency. COUNTY and CLERMONT shall mutually agree on the level of response that different types of incidents will require, and units will be dispatched accordingly. All units of COUNTY and CLERMONT shall be available to be dispatched, unless involved in another call, if such response is required based on the necessary level of response that is required.
 - iv. During the term of this agreement, COUNTY and CLERMONT agree that they will continue to utilize Lake Emergency Medical Services, Inc. (hereinafter "LEMS") (or any successor entity approved both by COUNTY and CLERMONT) for dispatching of fire and emergency medical services.
 - v. During the term of this agreement, COUNTY and CLERMONT agree that they will install and maintain Automatic Vehicular Locator Systems (hereinafter "AVL") on all emergency response vehicles in their fleets that are located in or near the ISBA area; such Automatic Vehicular Locator Systems shall be

compatible with computer and radio systems maintained by LEMS. COUNTY agrees to utilize County Fire Impact Fees for the initial purchase of an AVL for any CLERMONT response vehicle that does not currently have one; CLERMONT will be responsible to purchase such units for vehicles placed in service after the effective date. CLERMONT and COUNTY will be responsible for maintenance and operating charges for AVL's on their own vehicles.

- vi. While providing automatic response, an entity that is responding outside its jurisdiction shall be subject to the orders and directions of the officer in charge of the operations. If an officer for the jurisdiction in which the incident is located is not available at the scene, the highest-ranking officer from the responding party will control the scene until its termination or an officer from the jurisdiction in which the incident has occurred arrives and scene control is properly transferred. COUNTY and CLERMONT shall utilize National Fire Protection Standards and National Incident Management System (NIMS) standards to ensure that the Incident Command System, the Personnel Accountability System and other standards are adhered to.
 - vii. The Chiefs of the fire departments and the Executive Director of LEMS or their designees, will meet and draft, and may thereafter revise, a written plan for the procedures and operations necessary to effectively implement this agreement. The written plan shall include a definition of non-emergency calls and shall include the process described in iii., above. Should a disagreement arise between such Chiefs and/or Executive Director, the matter shall be referred to the Managers for COUNTY and CLERMONT for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.
 - viii. Nothing in this agreement shall prohibit COUNTY or CLERMONT from sending additional resources to an incident located within their respective jurisdiction, even if such resources are not required by the plan for procedures and operations approved by the fire chiefs of COUNTY and CLERMONT.
 - ix. COUNTY and CLERMONT agree that they will not locate or establish a new fire station that is located in the jurisdiction of the other or close a fire station within the ISBA area without the written permission of the other party. The relocation of the existing COUNTY fire station on SR 50 to the Lake County Sheriff Substation, also on SR 50 shall not be subject to this requirement.
 - x. Nothing in this agreement shall affect any other mutual aid agreements that are or may be in existence between COUNTY and CLERMONT or any other governmental unit for areas not included within this agreement.
- b. It is the intent of this agreement to allocate the costs of an agency responding to an event in the other's jurisdiction through a method whereby compensation is set based upon the type of call. At the end of each quarter, the number of calls that COUNTY and

CLERMONT respond to in the other's jurisdiction shall be reviewed, calculated and compensation shall be paid as follows:

- i. At the end of each quarter, calls responded to in the other agency's jurisdiction shall be determined, utilizing call data maintained by the dispatch agency. Only calls where the dispatcher dispatched a unit based on the predefined process described above shall be counted. As indicated earlier, COUNTY or CLERMONT have the right to send units to a call without being dispatched; however, in such a case, such call shall not be calculated for purposes of compensation. For purposes of this provision, "self-dispatched" calls shall be defined, based on dispatch records, as calls wherein the dispatcher did not call the unit to the scene.
- ii. Determination of compensable calls. The following rules shall be used to determine how to determine the number of compensable calls:
 1. For purposes of medical calls, each vehicle that is dispatched shall be considered a separate call.
 2. For purposes of fire calls, each call for service to an incident shall be considered one call, regardless of the number of vehicles that are dispatched.
 3. Calls that are dispatched for non-emergency purposes shall not be counted as a response by COUNTY or CLERMONT for purposes of this agreement and neither agency shall be required to respond to such non-emergency call, although they may respond if they wish.
 4. Calls that are self-dispatched meaning responses that are to an incident where the dispatcher did not call that unit shall not be counted as a response for purposes of this agreement.
 5. Calls that are dispatched due to an automobile accident shall be counted as a medical call incident.
 6. Additional rules and compensation amounts regarding specific types of calls may be applied if approved in writing by the City Manager of CLERMONT and County Manager of COUNTY.
- iii. At the end of each quarter, the number of calls for the prior quarter shall be reviewed to determine if either COUNTY or CLERMONT responded to more calls outside their jurisdiction than were responded to inside their jurisdiction. For this purpose, separate calculations shall be made for emergency medical response and fire response. A call which is made by the dispatcher, but subsequently cancelled shall be calculated as half ($\frac{1}{2}$) of a call. For each category of calls, the number of calls that one party responded to that exceeds the number of calls the other party responded to shall be the "net number of calls". Only the net number of calls shall be compensable. By way of illustration, in a quarter if CLERMONT were to answer fifty (50) calls in COUNTY's jurisdiction, and COUNTY were to answer forty-five (45) calls in CLERMONT's jurisdiction, the net five (5) calls would be compensable from COUNTY to CLERMONT.

iv. Net calls shall be compensated in the following amounts:

1. Medical Call: \$100 per call.
2. Fire Call: \$500 per call.

c. General Provisions relating to Fire and Medical Services Response:

i. Neither COUNTY nor CLERMONT shall assume any liability for the acts, omissions, or negligence of the other. Each shall be solely responsible for their own negligence and the negligence of their employees and agents. Nothing in this agreement is intended to act as a waiver of sovereign immunity.

ii. Effective date and Redetermination of reimbursement.

1. The effective date for the automatic aid portion of this agreement shall be July 1, 2014 and this agreement shall continue in force and effect unless the Interlocal Service Boundary Agreement is modified or terminated as provided in other parts of this agreement.
2. The compensation amounts in (b)(ii) above are estimates that have been agreed to by COUNTY and CLERMONT. It is also possible that during the term of this agreement costs may change. Within ninety (90) days after May 31, 2016, and every three (3) years thereafter on the same date, should either party believe that such amounts shall be adjusted, they shall notify the other in writing. Upon such notification, COUNTY and CLERMONT shall meet to renegotiate such rates. Should a disagreement arise which cannot be resolved, the matter shall be referred to the Managers for COUNTY and CLERMONT for resolution. Any dispute or disagreement that cannot be resolved at this level shall be resolved utilizing the dispute resolution process of this ISBA Agreement.

d. Additional Parties: There are other governmental units that provide fire and emergency medical response in areas adjacent to the Clermont ISBA area. These include Minneola, Groveland, Mascotte, and Montverde. It is possible that agreements between COUNTY and one or more of those entities may be negotiated and entered into. In such a case, it may be of benefit to CLERMONT and COUNTY to incorporate those additional areas into this agreement by amendment in order to provide a seamless emergency response system. The parties agree that such an amendment may be made only if agreed to in writing by CLERMONT and COUNTY.

e. In making the determination of amounts due under this agreement, data from LEMS's dispatch shall be used as the basis to determine the number of calls which are to be counted as interagency calls. Within thirty (30) days after the end of each quarter, LEMS will prepare a report and send it to CLERMONT and COUNTY. CLERMONT and COUNTY shall have fifteen (15) days to review such report, and to object. Should either party object to the report or the data contained therein, the County Manager and City Manager shall meet within fifteen (15) days to attempt to resolve such objection. Should

the managers be unable to resolve such objection, payment shall be made for the portion of the report that is not in dispute, and the parties shall select a Certified Professional Accounting Firm which shall conduct a review and render a decision on the dispute. The decision of the Certified Public Accounting Firm shall be final and binding on all parties to this agreement. The costs of the Certified Accounting Firm shall be borne equally by COUNTY and CLERMONT.

- f. Any payments that are due to another party to this agreement shall be made within twenty-five (25) days after the delivery of the report described in Section (e) above, unless an objection is filed. In such a case, the undisputed portions of the report shall be paid and the balance shall be due within fifteen (15) days after resolution of the dispute.
10. **TERM OF AGREEMENT.** The Initial Term of this Agreement shall be twenty (20) years from the effective date of this Agreement. This Agreement shall be effective upon final adoption of an Ordinance adopting this Agreement enacted by CLERMONT and COUNTY. The Effective Date shall be the date of final adoption by the last party.
11. **RENEWAL OF AGREEMENT.** Pursuant to Chapter 171.203(12), *Florida Statutes*, the Parties shall initiate negotiations for the renewal or extension of this Agreement beyond the twenty (20) year term no later than eighteen months prior to the termination of the Initial Term.
12. **PERIODIC REVIEW.** Pursuant to Chapter 171.203(12), *Florida Statutes*, (2009) this Agreement shall be periodically reviewed by the Parties every five (5) years for a maximum term of twenty (20) years. Should the parties decide to renegotiate, renegotiations must begin at least eighteen (18) months prior to the termination date.
13. **TERMINATION OF AGREEMENT.** This Agreement may not be terminated by any Party without cause, prior to its expiration, unless an amendment to the Agreement is approved by all Parties in writing.
14. **DISPUTE RESOLUTION.** In the event of any dispute related to this Agreement, the Parties agree to resolve the dispute consistent with the conflict resolution procedures established in Chapter 164, *Florida Statutes*. If there is a failure to resolve the conflict, no later than 30 days following the conclusion of the procedures established in chapter 164, a party may file an action in circuit court.
15. **NOTICE.** All notices, consents, approvals, waivers, and elections that any Party requests or gives under this Agreement must be in writing and shall be given only by hand delivery for which a receipt is obtained, or certified mail, prepaid with confirmation of delivery requested. Notices shall be delivered or mailed to the addresses and parties set forth below or as any Party may otherwise designate in writing.

City of Clermont:

Darren Gray, City Manager
Post Office Box 120219
Clermont, Florida 34712

cc: Dan Mantzaris, City Attorney
Post Office Box 120219
Clermont, Florida 34712

Lake County:

David Heath, County Manager

P. O. Box 7800
Tavares, Florida 32778

cc: Sanford A. Minkoff, County Attorney
P.O. Box 7800
Tavares, Florida 32778

16. **SOLE BENEFIT.** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either expressed or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all the provisions, representations, covenants, and conditions herein contained shall insure to the sole benefit of and shall be binding upon the Parties, and their respective representatives, successors and assigns.
17. **AUTHORITY.** The Parties each represent and warrant to the other its respective authority to enter into this Agreement, acknowledge the validity and enforceability of this Agreement. The Parties hereby represent, warrant and covenant this Agreement constitutes a legal, valid and binding contract enforceable by the Parties in accordance with its terms and conditions, and that the enforceability is not subject to any impairment by the applicability of any public policy or police powers.
18. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.
19. **GOVERNING LAW, VENUE AND JURISDICTION.** The laws of the State of Florida shall govern this Agreement, and venue shall be in Lake County, Florida. Jurisdiction shall only be in the Circuit Court of Lake County, Florida.
20. **SEVERABILITY.** If any portion of this Agreement is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Agreement, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Agreement shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.
21. **AMENDMENT OF COMPREHENSIVE PLANS.** Consistent with §171.203(9), *Florida Statutes*, the Parties shall no later than 6 months from the Effective Date make a good faith effort to amend their respective intergovernmental coordination elements of their comprehensive plan as described in §163.3177(6)(h)(1), *Florida Statutes*, to establish consistency and compliance with this Agreement as well as to address areas of economic development, which may include employment centers, industrial, commercial, and multi-family uses. Consistent with §171.203(11), *Florida Statutes*, and within the time frame established above, CLERMONT shall

make a good faith effort to adopt a municipal service area as an amendment to its comprehensive plan to address future possible municipal annexation

COMPLIANCE WITH CHAPTER 171, PART II, FLORIDA STATUTES. The parties agree that this Agreement meets the requirements of Chapter 171, Part II, Florida Statutes (2012).

22. **ADOPTION BY MUNICIPALITY.** Pursuant to §171.203(14), *Florida Statutes*, CLERMONT shall adopt this Agreement by ordinance in accordance with §166.041, *Florida Statutes*.
23. **ADOPTION BY COUNTY.** Pursuant to §171.203(14), *Florida Statutes*, COUNTY shall adopt this Agreement by ordinance in accordance with §125.66, *Florida Statutes*.
24. **RECORDING.** Pursuant to F.S. 163.01(11), this Agreement shall be recorded with the Clerk of the Circuit Court of Lake County, Florida, within thirty (30) days of final execution.

Interlocal Service Boundary Agreement Between the City of Clermont and Lake County.

**BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA**

Jimmy Conner, Chairman

This _____ day of _____, 2014.

ATTEST:

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

Approved as to form and legality:

Sanford A. Minkoff
County Attorney

Interlocal Service Boundary Agreement Between the City of Clermont and Lake County.

CITY OF CLERMONT, FLORIDA

Harold Turville, Jr., Mayor

This ____ day of _____, 2014.

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

EXHIBITS

Exhibit A: Interlocal Service Boundary Area Map

Exhibit B: Addressing Standards

EXHIBIT A: INTERLOCAL SERVICE AREA BOUNDARY

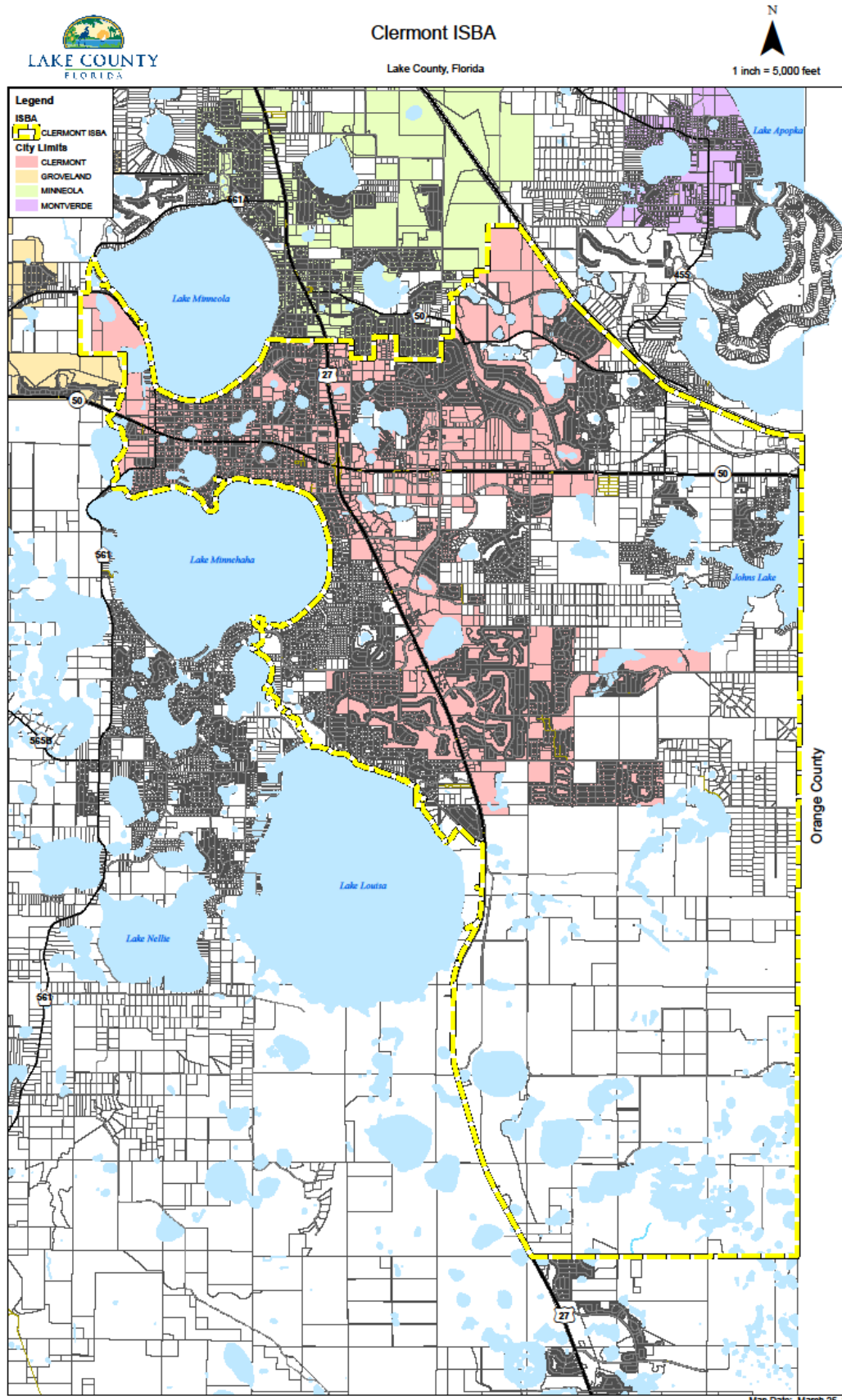


EXHIBIT B: ADDRESSING STANDARDS
(Page 1 of 2)

Clermont Addressing Obligations

A. Adopt and use the Lake County assigned addresses produced and included in the system in its own records and dealings.

B. Appoint a person within its organization to serve as a liaison with Lake County Addressing personnel for purposes of receiving and disseminating information within the Participant's jurisdiction and reporting needs, complaints or other information to the Lake County Addressing personnel, particularly to notify the Lake County Addressing personnel of new structures, subdivisions or other properties within Participant's boundaries which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation) and cooperate in identifying the same for geocoding by the County. The reporting and accuracy of this information is the sole responsibility of Clermont, and Clermont will assume full liability as it relates to City address reporting and verification.

The above reporting requirement may be changed by County Manager or designee by giving fifteen (15) days written notification to City.

C. Provide Lake County Addressing a digital copy of Clermont addressing grid, or if unavailable any documents or knowledge that would assist in recreating this grid digitally to be used to address for the cities but to do so with the cities current addressing grid. Lake County will not be using the Lake County grid (accept where appropriate and agreed upon).

D. Consult with the Lake County Addressing personnel in the assignment of street names, ranges, and addresses in order to avoid unnecessary changes and to make the addresses standard consistent, unique and unambiguous.

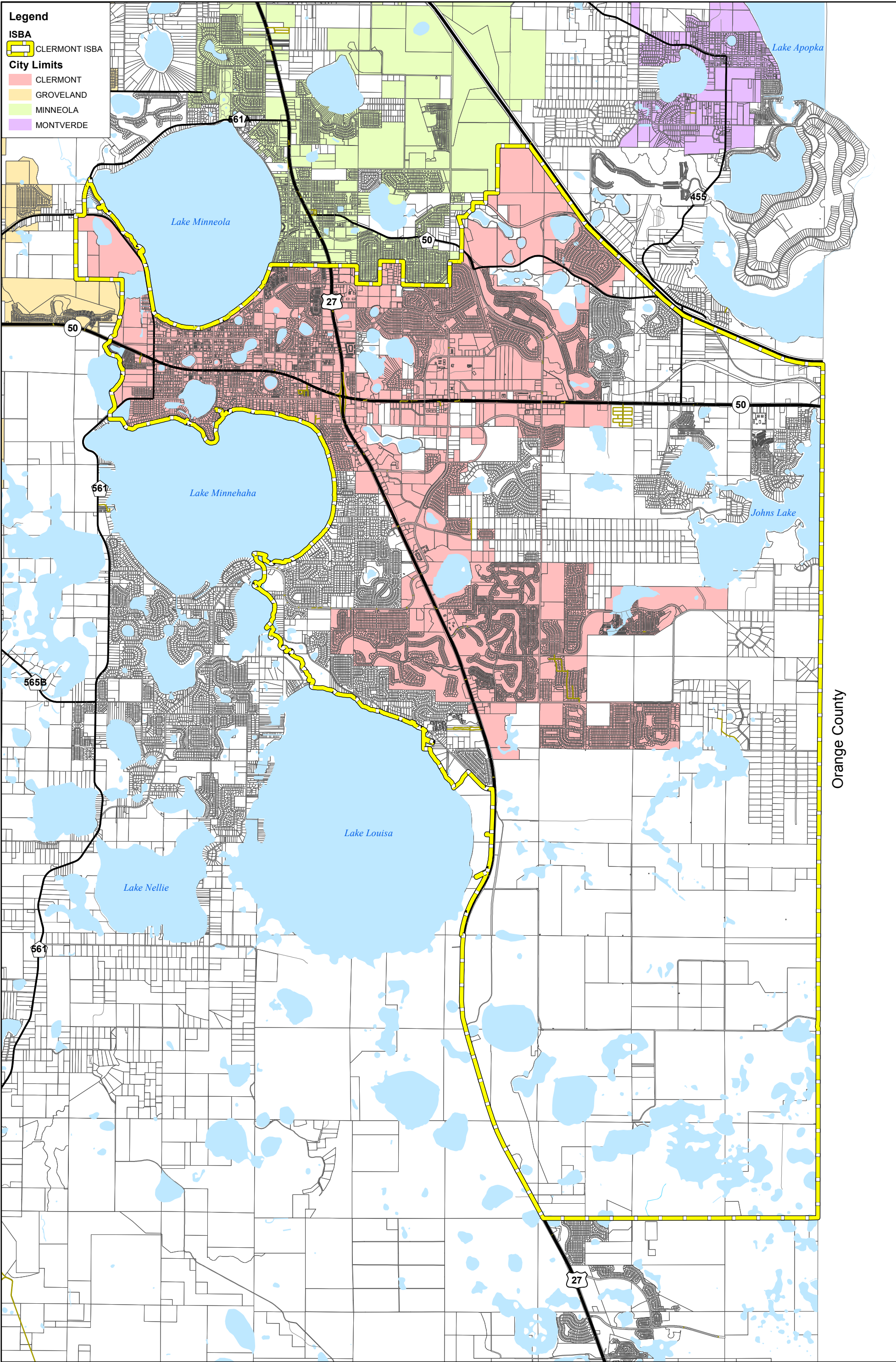
E. Propagate the system to its residents and promote adoption of the system by its residents, particularly notifying residents to change address numbers on signs and buildings within its boundaries to conform with the System (that will use NENA addressing naming standards i.e. AVE instead of AV) within 30 days from the date of this Memorandum of Understanding.

EXHIBIT B: ADDRESSING STANDARDS

(Page 2 of 2)

County Addressing Obligations

- A. Consult with Participants in the initial establishment of the System, pursuant to the proposed Ordinance;
- B. Operate and maintain the said System in accordance with said Ordinance as it may be enacted by Lake County;
- C. Furnish computing equipment, software and personnel required to maintain the databases at the Lake County Department of Information Technology, GIS Division; and
- D. Convey all relevant additions and changes to the database to all Participants by email and or letter as soon as they are incorporated in the system.
- E. County properties annexing into Clermont may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system. Inconsistencies in addressing patterns may result in inefficiencies and/or a potentially life threatening situation with regard to providing services, including police, fire, mail, etc.



LEGAL NOTICE

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

ORDINANCE NO. 2014-18

AN ORDINANCE OF THE CITY OF CLERMONT, FLORIDA, ADOPTING AN INTERLOCAL SERVICE BOUNDARY AGREEMENT BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY; REPEALING CITY OF CLERMONT 2014-09; PROVIDING FOR SEVERABILITY, CONFLICT, AND EFFECTIVE DATE.

A public meeting to introduce will be held before the City Council on Tuesday, July 22, 2014 at 7:00pm.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, August 12, 2014 at 7:00pm for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
July 29, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, August 12, 2014		
Agenda Item Name		
Board Appointments		
Requested Action		
Selection of candidates to fulfill unexpired terms.		
Staff Report		
The Community Redevelopment Agency (CRA) has one opening for an unexpired term vacated by Bob Bowman, expiring January 2015. The vacancy was advertised on July 15 and the deadline to submit a letter of request to the City Clerks office was July 25. The City received requests for appointment from Roger Pierce and Erika Shanoff. Roger Pierce, 605 W. Montrose Street, located within the CRA District Erika Shanoff, 787 W. Montrose Street; located within the CRA District The Planning and Zoning Commission has one opening for an unexpired term vacated by Thomas Spencer, expiring January 2016. The vacancy was advertised on July 8 and the deadline to submit a letter of request to the City Clerk's office was July 25. The City received requests for appointment from David Fuller, Tony Hubbard, and Jack Martin. David Fuller, 913 Cornell Avenue, College Park Tony Hubbard, 1910 Brantley Circle, Margaree Gardens Jack Martin, 2315 Fenton Avenue, Kings Ridge		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	CRA Appointment Requests	CRA Requests.pdf
2.	CRA Board Ad	CRA Ad.doc
3.	P & Z Appointment Requests	P & Z Requests.pdf
4.	P & Z Commission Ad	P & Z Ad.doc

Marilyn Rodriguez

From: Tracy Ackroyd
Sent: Monday, July 14, 2014 10:55 AM
To: Marilyn Rodriguez
Subject: FW: CRC

Please add to the CRA folder

From: Jim Hitt
Sent: Monday, July 14, 2014 10:25 AM
To: Tracy Ackroyd
Cc: Darren Gray
Subject: FW: CRC

CRA Board position request from Roger Pierce.

Jim

James Hitt, Economic Development Director
 City of Clermont
685 W. Montrose St.
Clermont FL 34711
Phone: 352.241.7305
E-Mail: jhitt@clermontfl.org
City web site: www.cityofclermontfl.com
 Save paper - think before you print

-----Original Message-----

From: rpierce20@cfl.rr.com [<mailto:rpierce20@cfl.rr.com>]
Sent: Monday, July 14, 2014 10:19 AM
To: Jim Hitt
Subject: CRC

Good Morning, Jim.
I would be glad to serve on the CRC committee, City of Clermont. I believe that with my experience in urban planning and architectural design I can be an asset to the group.
Thank You for asking me. I look forward to the next step.
Roger

Tracy Ackroyd

From: Jim Hitt
Sent: Thursday, July 10, 2014 10:40 AM
To: Pam Bennett; Tracy Ackroyd; Darren Gray
Subject: FW: Committee Member Position

Erika Shanoff from Erika's Tea Room & Gifts, 787 W. Montrose St. (property & business owner) is interested in being on the CRA board.

Jim

James Hitt, Economic Development Director

 City of Clermont

685 W. Montrose St.

Clermont FL 34711

Phone: 352.241.7305

E-Mail: jhitt@clermontfl.org

City web site: www.cityofclermontfl.com

 Save paper - think before you print

From: Erika Shanoff [<mailto:erikastearoom@gmail.com>]

Sent: Tuesday, June 24, 2014 10:03 AM

To: Jim Hitt

Subject: Committee Member Position

Good Morning Jim,

I hope you are having a great start to the week. I wanted to see if the committee position you mentioned last week is still available. If so, could you please let me know how I would go about being considered. Thank you. Have a wonderful day!

Erika Shanoff

732-616-5779

Sent from my iPhone

On Jun 9, 2014, at 5:07 PM, Jim Hitt <JHitt@clermontfl.org> wrote:

I've got your first reimbursement check here for you. In case I'm not in the office, it's on the front of my desk.

The front of the building is looking great!!

Thanks,

Jim

James Hitt, Economic Development Director

 City of Clermont

685 W. Montrose St.

Clermont FL 34711

Phone: 352.241.7305

NOTICE TO THE CITIZENS OF CLERMONT

The Clermont Community Redevelopment Agency (CRA) has one board vacancy and the City Council is seeking a volunteer to serve on the board for the unexpired portion of the existing term to January 2015. If you are interested in serving, please send a letter of interest and a resume to the attention of Tracy Ackroyd, City Clerk, 685 West Montrose Street, Clermont, FL 34711 by July 25, 2014.

Daily Commercial

July 15, 2014

Marilyn Rodriguez

From: Tracy Ackroyd
Sent: Friday, July 11, 2014 9:05 AM
To: Marilyn Rodriguez
Subject: FW: Resume for planning and zoning board position
Attachments: Fuller_Resume.docx; ATT00001.htm

Please print this email and the attached resume for the P & Z Board.

From: Darren Gray
Sent: Friday, July 11, 2014 8:19 AM
To: Tracy Ackroyd
Subject: Fwd: Resume for planning and zoning board position

Tracy - this is for the vacant P&Z position.

Sent from my iPhone

Begin forwarded message:

From: David Fuller <davidfullerrealestate@gmail.com>
Date: July 10, 2014 at 8:08:47 PM EDT
To: <DGray@clermontfl.org>
Subject: Resume for planning and zoning board position

Darren,

It was good to see you again tonight at the chamber after hours. Here is my resume to be considered for the planning board opening.

I have been fortunate to live in five different regions of the US in my lifetime and watched many great cities redevelop themselves.

I grew up in the Pacific Northwest town of Seattle, WA before Microsoft. Then watched it develop into one of the most dynamic cities in the US.

Then I attended college in San Jose, CA just as Silicon Valley was becoming the technology hub and again observed as they recreated the farm valley into Silicon Valley.

I moved to Miami in 1991 and watched how so much of South Florida was recreated and high rises took over the beach front.

I lived a short time in Baltimore and watch how the bay front project changed downtown.

I lived in Boston during the "the Big Dig" as they removed the down town freeway systems and moved everything underground and replaced the new ground floor space with parkland in down town Boston.

Now I call Clermont home and I am excited to be near Orlando but choose Clermont as the only place where I can live right up to rural, suburban, and urban spaces all coming together to provide the best quality of life for everyone.

Kayaking and bass fishing in the morning, Working in the community all day then into the city for a Magic game. All in the same day.

Thank you for the consideration,
David Fuller
352-861-9928 cell

David Fuller

Mobile: (352) 861-9928

davidfullerrealestate@gmail.com

913 Cornell Ave, Clermont, FL 34711

Professional Experience

Realtor - Keller Williams, Classic III Realty, Clermont FL

March 2014 - Present

Dean of Students – Montverde Academy, Montverde FL

July 2012 – March 2014

Montverde is a private co-ed boarding high school with 1100 students from 53 countries in 17 languages. My responsibilities include:

- Student, Faculty and Parent management – New student orientation, weekend events, local and international student travel.
- Admissions – Creating Excitement for new families during campus tours, recruitment fairs, student & parent interviews
- Discipline – Instruction and enforcement of school rules and healthy living choices,
- Residential Life – Working with 14 dorm team leaders and student prefects. 340 international borders on campus.
- Health Services – Coordinating attendance and health services areas. Nurse, Doctor or Hospital.
- Student & Club Leadership – Helping students with planning and executing their ideas to improve campus life.
- International Programs – Coordinate international studies and service trips. Lead Korean and Ecuador student trips.
- Advisor – to 25 students through their Senior year at Montverde.

Director Student Life – St Mark's School, Southborough MA

July 2008 – June 2012

St Mark's is a private co-ed boarding high school with 350 students. My responsibilities include:

- Student Activities – New student orientation, weekend events, local and international student travel, Dorm challenge events.
- Admissions – campus tours, recruitment fairs, student & parent interviews, reading of applications
- Discipline – Instruction and enforcement of school rules and healthy living choices,
- Residential Life – Working with ten dorm team leaders and 50 student prefects. 280 borders on campus.
- Health Services – Coordinating attendance and health services areas. Nurse, Doctor or Hospital. Affective ed programs
- Student & Club Leadership – Helping students with planning and executing their ideas to improve campus life.
- International Programs – Coordinate international studies and service trips. Lead Korean and Ecuador student trips.
- Advisor – to seven students through their four years of academic progress

Co-Founder, Chief Operating Officer – Ocala Athletic & Arts Center, Ocala, FL

August 2003 – June 2008 (Sold through Business Broker in Orlando, FL)

Ocala AAC was a 25,000 sq/ft educational and recreational activity complex conceptualized, founded and developed by my wife and I, serving approximately 675 students. Its activities included year-round athletic and arts programs such as summer camps, After school activity center, gymnastics, music, voice, and dance studios. As founder my primary responsibility was to keep the center financial viable while working with adult instructors.

- Admissions, sales, marketing and media relations
- Student Life - enforcement of rules, parent management, vendor relations, classroom programming
- Retail sales – Bookstore operations, school uniforms, food and beverage
- Transportation – Logistics of traveling with 25 -500 people around the East coast for tournaments
- Summer Programs – 11 weeks and 18 different day camps

Regional Sales Manager for Eastern U.S. and the Caribbean – Vodafone, Boca Raton, FL

January 1991 – November 2005 15 years of corporate sale experience

Managed 50 retailers and resellers with 250 points of distribution while supervising a staff of 11 sales representatives. Extensive travel was required, logging over 200 flights per year to plan and hold major accounts and government RFPs presentations. From 1998-1999, also served as a National Corporate Sales Training manager and was responsible for the design and implementation of seminars for 500+ sales personnel. As measured by new account generation and total sales growth, turned the south Florida market around from #95 to #3 in most new revenue generated coming in at \$26 million in sales by 2006.

- Managed the Annual National Trade Show program encompassing 50+ events per year.
- Developed a sales cycle process for obtaining new accounts, developing and opening a new territories.
- Developed telemarketing and sales territory tracking and performance database program.

Education	M.B.A., International Business , Lynn University, <i>Boca Raton, FL</i>	1999
	B.S., Business Administration & Marketing , Webber College, <i>Babson Park, FL</i>	1991
	Professional Fundraising Cert , Boston University, <i>Boston, MA</i>	2009
	Kasey Kesselring Headmaster for Montverde Academy. 17235 7 th Street, Montverde, FL 34756 office: (407) 469-2561 Kasey.Kesselring@montverde.org	
	John Warren . Headmaster at St Marks School. 25 Marlboro Road, Southborough MA 01772 office (508) 786-6101 johnwarren@stmarksschool.org	
	Peter Gallo Ph.D. Associate Headmaster for Advancement at St Andrews School. 3900 Jog Road, Boca Raton, FL 33434 office (561) 210-2066 peter.gallo@saintandrewsschool.net	
Other Skills	Microsoft Office Suite applications (Word, Excel, Outlook) , Adobe Acrobat, Database and prospect mining International experience in Asia, Caribbean, South America, and Europe • Public & motivational speaker Web and Graphic design experience • Hobbies: Small Business and community development, travel, art and history	

City of Clermont
Attn: Tracy Ackroyd, City Clerk
685 W. Montrose St
Clermont, Florida 34711

To whom it may concern;

I submitted a letter to the City several months ago when the position came open for the planning and zoning board.

Now I see the posting for a volunteer to serve again for the unexpired portion of the existing term to January 2016.

I would be much honored to serve on the board for the City of Clermont.

I have been in Clermont since 1967 and a business person serving our community since 1979, in the real estate business.

If you have any questions, please feel free to contact me at anytime.

Thank you,

A handwritten signature in black ink, appearing to be 'Tony Hubbard', with a stylized, cursive-like script.

Tony Hubbard
407-948-8038 cell
352-394-4031 office
Tonyhub@aol.com email

Jack Martin
2315 Fenton Avenue
Clermont, FL 34711

June 9, 2014

Mr. Darren Gray
City Manager
Clermont, Florida

Dear Mr. Gray,

Please accept this as my request for consideration to the Clermont Planning and Zoning Commission, when and if a position on that body should become available.

Yours very truly,

Jack Martin

Attachment (1)

Jack Martin was elected to the Orange County Commission the year Walt Disney World opened its doors. Four years later he was re-elected to a second four year term. In those explosive growth years of Disney's development, he was Chairman for three years and Vice-Chairman for two.

He served as Chairman of the Orange County Health Facilities Authority for 25 years. During his tenure, the Authority authorized bond issues for hundreds of millions of dollars for Hospitals and other Health Facilities throughout the United States.

He was Chairman of the East Central Florida Emergency Medical Services Council, a member of the Board of Directors of the Florida State Association of Counties and chaired several committees of the National Association of Counties.

In his private business career, Jack was founder and owner of two major Public Relations and Promotions' firms, RAM Associates and Jack Martin and Associates. He was state-wide director of Marketing for *The Florida Catholic*, the largest catholic newspaper in North America. He served 9 years as Contract Manager of Orange County Public Utilities Department.

Jack is an ordained clergyman. He received the Sacrament of Holy Orders in 1993 from the then Bishop of Orlando, Most Reverend Norbert M. Dorsey. He serves as Deacon at Holy Family Catholic Church in Orlando.

Jack was raised in Warwick, R.I., but Orlando has been his home since 1959. It was there, in 1960, he met his wife, Marilyn. It was there they married in 1961, and it was there she taught school for 28 years in the Orlando Catholic Diocesan school system. And it was in Orlando they raised their four children.

Jack and Marilyn settled in Kingsridge in February of 2003. He is currently vice Chairman of the Remington Board of Directors and is a member of the Kingsridge Master Board of Directors.

NOTICE TO THE CITIZENS OF CLERMONT

The Clermont Planning and Zoning Commission has one board vacancy and the City Council is seeking a volunteer to serve on the board for the unexpired portion of the existing term to January 2016. If you are interested in serving, please send a letter of interest and a resume to the attention of Tracy Ackroyd, City Clerk, 685 West Montrose Street, Clermont, FL 34711 by July 25, 2014.

Daily Commercial
July 8, 2014



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, August 12, 2014		
Agenda Item Name		
Ordinance 2014-19; <i>Introduction</i>		
Requested Action		
Move to introduce Ordinance No. 2014-19		
Staff Report		
The applicant and owner, RM Plus, LLC, is requesting annexation of a 7.95-acre parcel located along the east side of Grand Highway, halfway between SR 50 to the south and Pitt Street to the north (Exhibit – Location Map). The property is within the City’s Joint Planning Area and is contiguous to the City on two sides, west and south of subject property. Water and sewer are available to serve the site. Annexation of this site is consistent with the Goals, Objectives and Policies of the Comprehensive Plan. Policy 1.12.3 states: “The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City’s comprehensive plan.” This request is being processed concurrently with a small scale comprehensive plan amendment from Lake County’s Urban Medium Density Residential to City of Clermont’s Medium Density Future Land Use Category, a rezoning to the R-3 Medium Density Residential zoning classification, a conditional use permit to allow a townhome community in the R-3 zoning classification, and a variance request. Staff recommends approval of the annexation.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2014-19.doc	
2. Legal ad	ANN legal ad.docx	
3. Application	ANN Application.pdf	
4. Location Map	Location Map.pdf	

CITY OF CLERMONT
ORDINANCE No. 2014-19

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, 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, 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, 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:

Lake Highlands 20-22-26 tract 57-A, north 1/2 of Highland Ave. south of tract 57-A, unnamed road lying northeasterly of tract 57-A, southwesterly of shoreline of Jack's Lake, easterly of east right-of-way line of Grand Highway, northerly of north right-of-way line of Highland Avenue, & southerly of south line of northwest 1/4 of southwest 1/4 PB 3 PG 30 ORB 423 PG 339 ORB 1905 PG 2165 ORB 3377 PG 2213 Containing 7.95 acres, more or less

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, 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. 2014-19

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, 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.

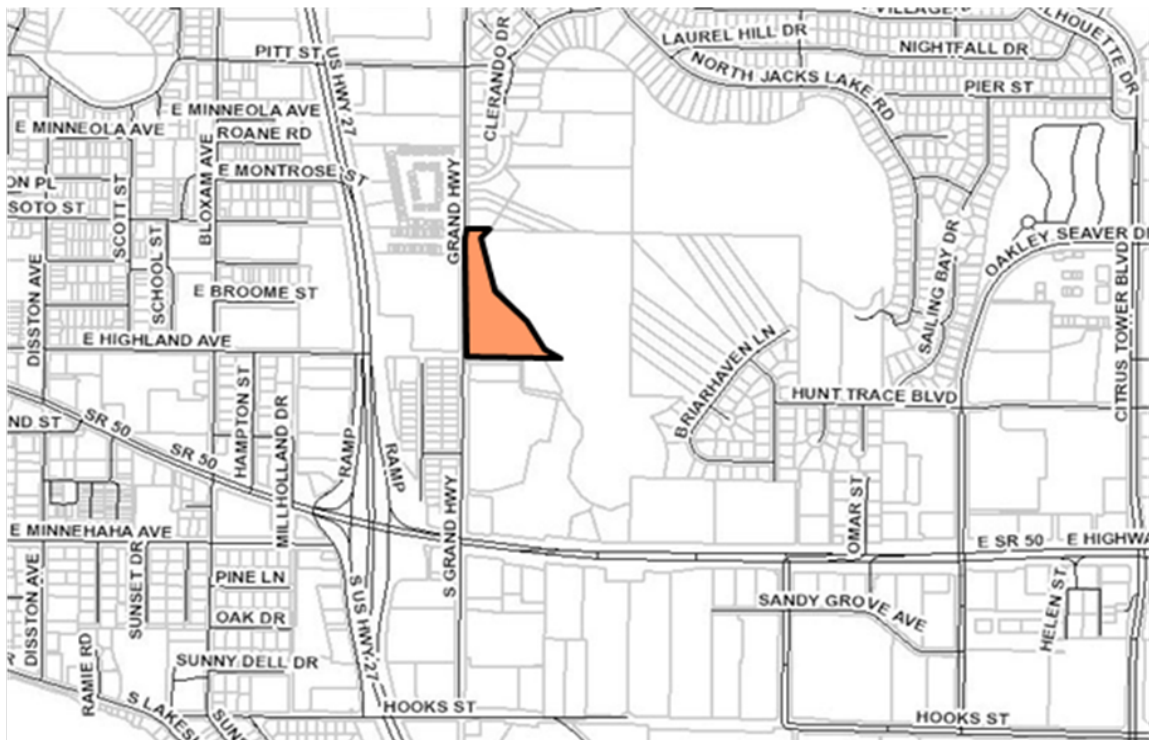
SECTION 5.

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2014-19

2

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of August, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Dan Mantzaris, City Attorney

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 August 26, 2014 at 7:00 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2014-19

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:

Vacant property (Alt. Key 2665602) North of S.R. 50 and Grand Highway Intersection,
East of Grand Highway

LEGAL DESCRIPTION:

LAKE HIGHLANDS 20-22-26 TRACT 57A, N 1/2 OF HIGHLAND AVE SOF
TRACT 57-A, UNNAMED RD LYING NE'LY OF TRACT 57A, SW'LY
OF SHORELINE OF JACK'S LAKE, E'LY OF E R/W LINE OF GRAND HWY, N'LY
OF N R/W LINE OF HIGHLAND AVE, & S'LY OF S LINE OF NW1/4 OF SW 1/4
PB 3 PG 30 ORB 423 PG 339 ORB 1905 PG 2165 ORB 3377 PG 2213
Containing 7.95 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, MMC

City Clerk
Daily Commercial
August 5 and 12, 2014



CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION

DATE: June 26, 2014

FEE: \$50.00

Please type or print - use black pen/ink only.

PROJECT NAME (if applicable): Lakeview Village Townhomes

APPLICANT: RM Plus, LLC

Address: 255 South Orange Avenue, Suite 1600

City: Orlando State: FL Zip: 32801

Phone: 407-487-1320 Fax: 407-405-5326

Applicant is: Owner: X Agent: Purchaser: Lessee: Optionee:

OWNER: RM Plus, LLC

Address: 255 South Orange Avenue, Suite 1600

City: Orlando State: FL Zip: 32801

Phone: 407-487-1320 Fax: 407-405-5326

AGENT NAME (Affidavit Required) Jonathan Huels

Address: Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive

City: Orlando State: FL Zip: 32801

Phone: 407-418-6483 Fax: 407-843-4444

E-Mail: jonathan.huels@lowndes-law.com

Property address and/or general location: 14108 Grand Highway, Clermont, FL 34711

Area of property: 7.95 +/- acres, and/or sq. ft

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: Townhome units with on-site amenities.

Existing Lake County Land Use*: Urban Medium Residential

Existing Lake County Zoning*: Agricultural

*** 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: Vacant

State the reason or basis for this request: See attached

EXACT LEGAL DESCRIPTION as shown on the Tax Receipt or Warrant Deed.
(attach copy).

Section 20, Township 22, Range 26

Tract 57A, MAP OF SECTION 20 TOWNSHIP 22 S. RANGE 26 E. LAKE COUNTY, FLORIDA, PROPERTY OF LAKE HIGHLANDS COMPANY, according to the plat thereof recorded in Plat Book 3, page 30, public records of Lake County, Florida, together with the North ½ of Highland Avenue South of Tract 57, and unnamed road lying Northeasterly of Tract 57A, Southwesterly of shoreline of Jack's Lake, Easterly of right of way of Grand Highway, Northerly of North right of way line of Highland Avenue, and Southerly of South line of Northwest ¼ of Southwest ¼ except Northerly of property line running due East of Tract 57A (York property).

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**

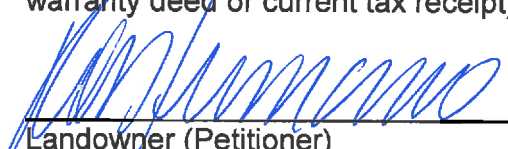
WE, the undersigned landowner(s) pursuant to the provisions of Chapter 59-1497 (Senate Bill No. 912), Laws of Florida, Regular Session 1959, entitled

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,

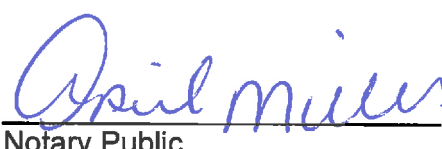
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary 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 19th day of June, 2014.

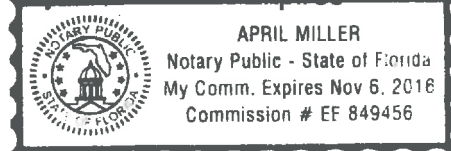
Legal description of the property: (Type, print in black ink, or attach a copy of the warranty deed or current tax receipt).


Landowner (Petitioner)

6/19/14
Date


Notary Public

11/6/16
My Commission Expires



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 6/19/14

Before me, the undersigned authority personally appeared Ross Jermano, as Manager of RM Plus, LLC
(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:
The development of the Lakeview Village Townhomes residential project.
3. That said authority (owner) has appointed (agent's name)
Jonathan P. Huels 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)

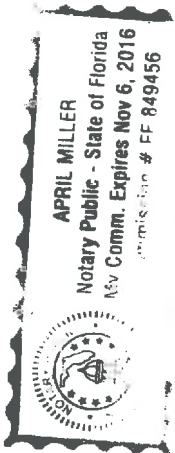
Sworn to and subscribed before
me this 19th day of June,
20 14.

Sworn to and subscribed before
me this 27th day of June,
20 14.

[Signature]
Notary Public, State of FL
My commission expires: 11/6/16

[Signature]
Notary Public, State of FL
My commission expires: 11/18/15

*Note: Owner must sign affidavit. When agent is representing case, both agent and owner must sign affidavit.



RETURN

Prepared by and return to:

Jennifer Elszasz

Employee

ATLAS TITLE, INC.

2801 South Bay Street Suite 102

Eustis, FL 32726

352-308-8240

File Number: A13-244

Consideration: \$325,000.00

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 21st day of January, 2014 between JOHN C. YORK, a single man, individually and as Trustee(s) of the YORK REVOCABLE LIVING TRUST AGREEMENT, DATED DECEMBER 13, 1985 whose post office address is 3006 S. Atlantic Avenue, New Smyrna Beach, FL 32169, grantor, and RM PLUS, LLC whose post office address is 255 South Orange Avenue, Suite 1600, Orlando, FL 32801, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lake County, Florida to-wit:

Tract 57A, MAP OF SECTION 20 TOWNSHIP 22 South RANGE 26 East LAKE COUNTY, FLORIDA, PROPERTY OF LAKE HIGHLANDS COMPANY, according to the plat thereof recorded in Plat Book 3, Page 30, Public Records of Lake County, Florida, together with the North 1/2 of Highland Avenue South of Tract 57, and unnamed road lying Northeasterly of Tract 57A, Southwesterly of shoreline of Jack's Lake, Easterly of right of way of Grand Highway, Northerly of North right of way line of Highland Avenue, and Southerly of South line of Northwest 1/4 of Southwest 1/4 except Northerly of property line running due East of Tract 57A (York property).

Parcel Identification Number: 0922260800-57A-00000

Subject to covenants, conditions, restrictions, easements, reservations and limitations of record, if any; however this reference shall not operate to reimpose the same.

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; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2013.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

① Wendy Kendall
Witness Name: Wendy Kendall

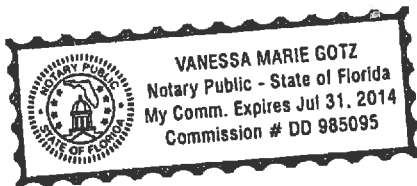
② Tara West
Witness Name: Tara West

X John C. York T.T.F.F.
JOHN C. YORK, Trustee of the York Revocable Living
Trust dated December 15, 1985

State of Florida
County of Volusia

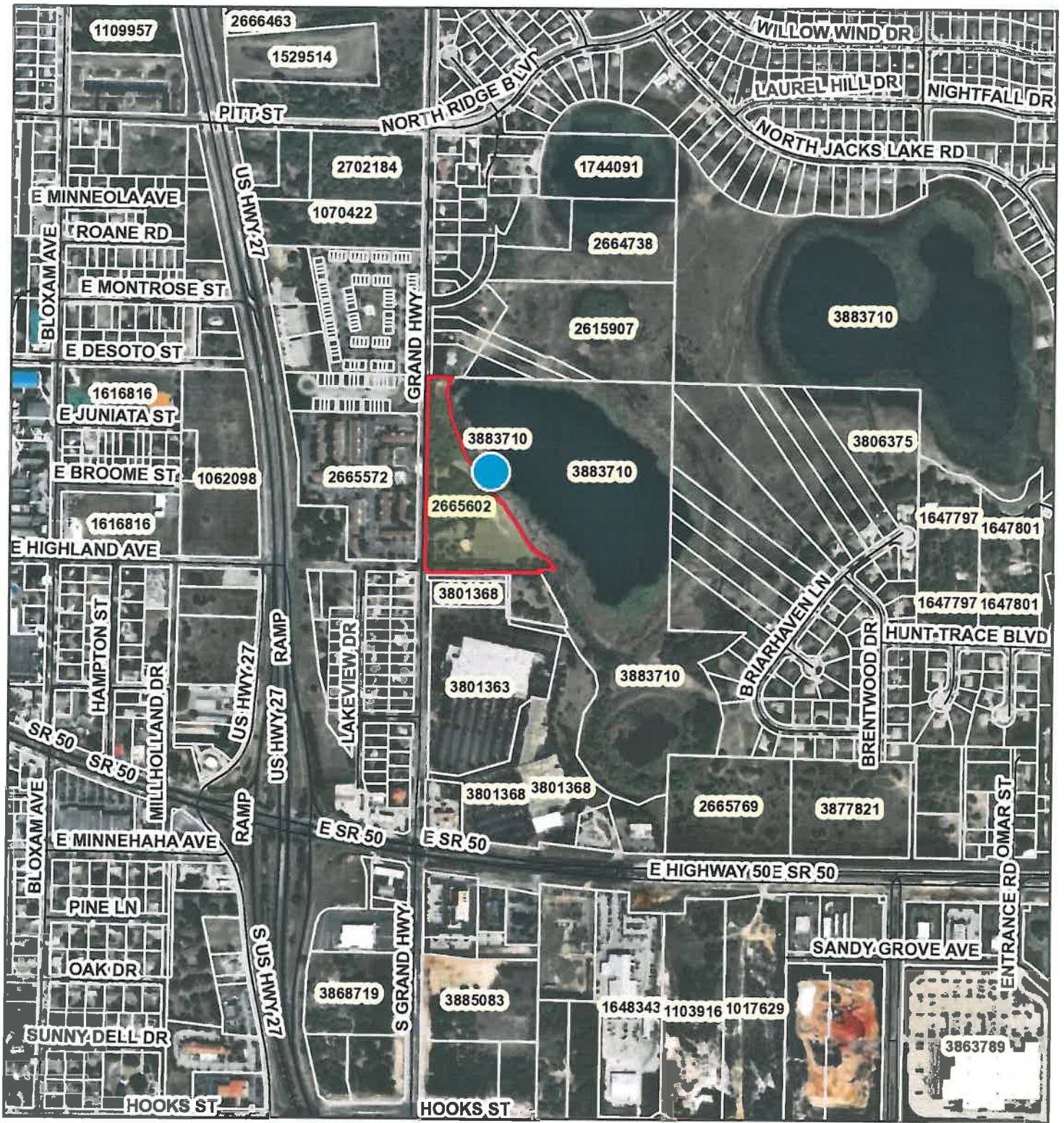
The foregoing instrument was acknowledged before me this 14 day of January, 2014 by JOHN C. YORK, Trustee as Trustee(s) of the JOHN C. YORK TRUST, who ☐ is personally known or ☒ has produced a driver's license as identification.

[Notary Seal]



Vanessa Marie Gotz
Notary Public
Printed Name: Vanessa Marie Gotz
My Commission Expires: 7-31-2014

Lakeview Villas Townhomes



June 26, 2014

1:8,875

 Override 1

Street Names

— Local Streets

Override 2

Tax Parcels Alternate Key

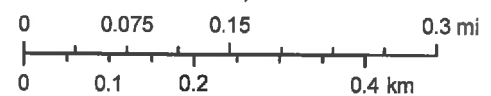
Override 1

Tax Parcels



County Boundary

Surrounding Counties



LAKEVIEW VILLAGE TOWNHOMES

JUSTIFICATION STATEMENT

City of Clermont

General Data

The property is an approximately 7.95 acre parcel (Tax ID No. 092226080057A00000) located in unincorporated Lake County (the "Property"). The Property is located north of SR 50 and bounded on the west by Grand Highway and on the east by Jack's Lake. The Property is currently vacant and has a County zoning designation of Agricultural and a County Comprehensive Plan Future Land Use designation of Urban Medium Density Residential. The following applications are being simultaneously filed with the City of Clermont to annex the Property into the City and develop a 28-unit townhome residential development called Lakeview Village Townhomes (the "Project"):

- (a) Annexation from unincorporated Lake County into the City;
- (b) An amendment to the Comprehensive Plan to change the Future Land Use designation from Urban Medium Density Residential (County) to Medium Density Residential (City);
- (c) Rezoning of the Property to R-2; and
- (d) A Conditional Use Permit to allow townhomes on the Property.

Consistency with and furthering the Comprehensive Plan

(1) The Project is Compatible with the Neighborhood.

The Property is located at the center of a confluence of different uses, including commercial, residential, and vacant land. The Project fits the character of the surrounding community and is compatible with the Property's adjacent parcels which have been developed as a shopping center (south), apartment complex (west), single family residential (north), and lake (east). As infill development, the Project will serve as buffer between the intensive commercial uses established along SR 50 and the residential uses located farther north along Grand Highway.

(2) The Project is consistent with the Comprehensive Plan.

The Project is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan. As infill development, the Project discourages urban sprawl and will serve as an appropriate transition between the existing commercial uses located south and the residential community located north in furtherance of Policy 1.1.3. The Project is also consistent with Policy 1.2.1 which requires land use changes to be compatible with adjacent properties as discussed in more detail above. The annexation of the Property results in a logical extension of the City limits and allows the development of an undeveloped enclave in furtherance of Policies

1.12.3 and 1.12.4. Further, the proposed City FLU designation of Medium Density Residential (max. 7 du/acre) is analogous to the Property's current County FLU designation of Urban Medium Density Residential (max. 8 du/acre) and results in no net change in the intensity of development that could currently be achieved on the Property. The Project is also consistent Policy 1.6.2, which states that Medium-Density Residential designation permits housing types such as single family detached homes, including zero lot line and cluster developments, duplexes, townhomes, condominiums and apartments.

The Project is consistent with Code Criteria.

Pursuant to the City Code, the intended development of the Property into townhomes will require a Conditional Use Permit. According to Section 86-144(c) of the Code, a Conditional Use Permit must meet the following criteria:

- (1) The granting would not adversely affect the officially adopted Comprehensive Plan;
- (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;
- (3) The proposed use will comply with the regulations and conditions specified in the code for such use; and
- (4) The proposed use may be considered desirable at the particular location.

The Project satisfies all of the above criteria for granting a Conditional Use Permit as a result of the following:

- (1) As discussed above, the Project is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan. As such, the Comprehensive Plan would not be adversely affected.
- (2) The Project will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Rather, the development will provide new living options that are centrally located in areas close to other residential units and commercial developments as well as serve as an appropriate transition between those uses.
- (3) The Project will be constructed in accordance with all requirements set forth in the Code.
- (4) The Project is desirable not only because of the aesthetic value it will bring to the area, but also because it will be an ideal use of this currently vacant land.

Availability of Utilities

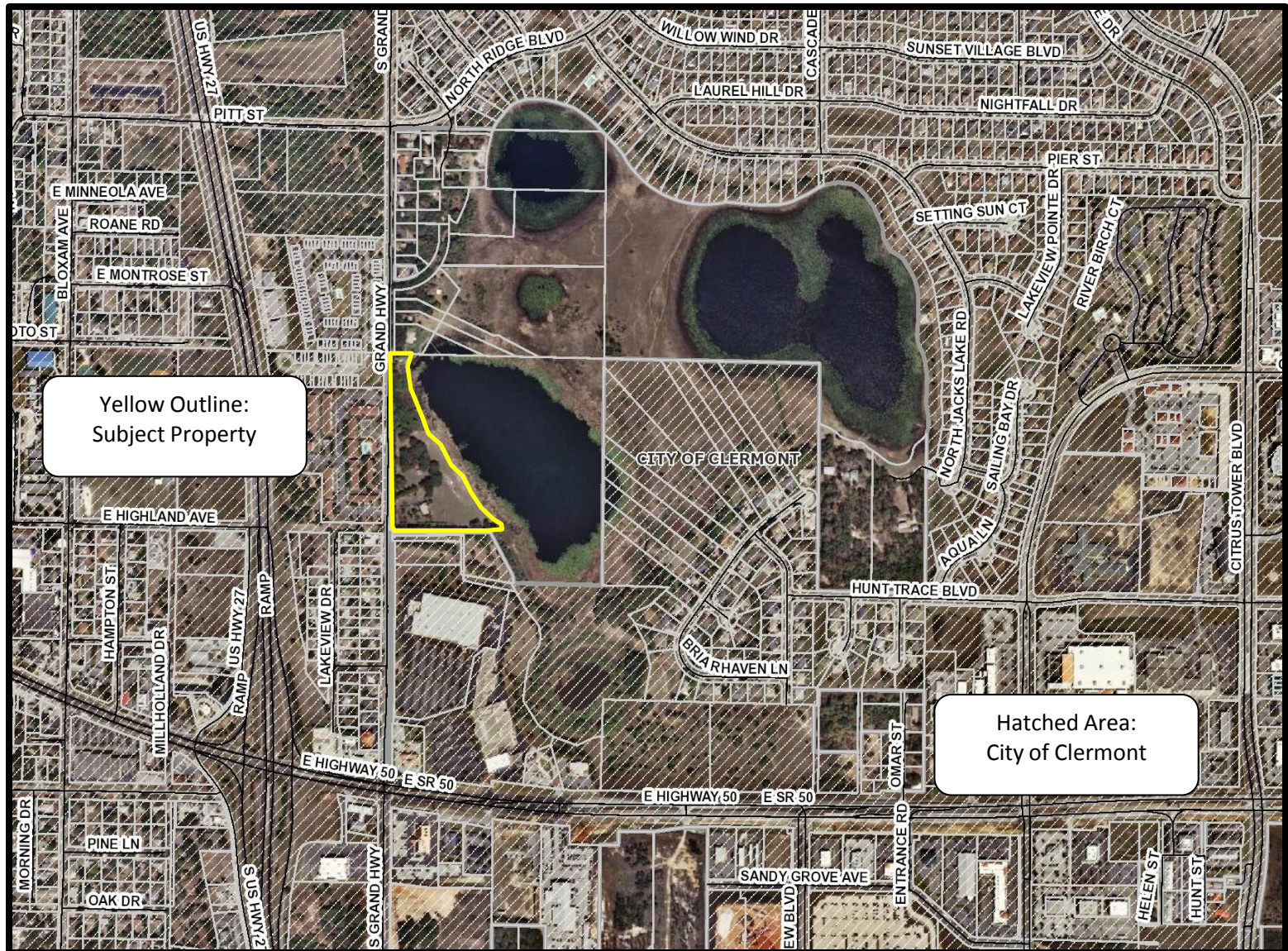
The Property is located within the Lake County/Clermont Joint Planning Area and thus is a designated property that may be annexed into the City. Under the Joint Planning Interlocal

Agreement, water and sewer services are permitted to be provided to the Property without any amendment required to the land use plan. All development on the Property will be designed to the City of Clermont standards. Thus, utilities are available to be provided to the Property and are in compliance with the Joint Planning Interlocal Agreement.

Conclusion

In order to develop the Property as a 28-unit Lakeview Village Townhomes, the owner is seeking annexation of the Property into the City, an amendment to the Comprehensive Plan to allow for a Future Land Use designation of Medium Density Residential, a rezoning of the Property to R-2, and a Conditional Use Permit. The Project is compatible with adjacent land uses and the surrounding neighborhood. The Project also furthers the goals, objectives and policies of the Comprehensive Plan and compiles with all applicable regulations and conditions specified in the City Code.

Exhibit - Location Map Lakeview Village Townhomes





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date	
Tuesday, August 12, 2014	
Agenda Item Name	
Ordinance 2014-20; <i>Introduction</i>	
Requested Action	
Move to Introduce Ordinance No. 2014-20.	
Staff Report	
The applicant and owner, RM Plus, LLC, is requesting a future land use amendment to change from Lake County Urban Medium Density to the City's Medium Density Land Use Category. The 7.95-acre parcel is located along the east side of Grand Highway, halfway between SR 50 to the south and Pitt Street to the north. The subject parcel fronts Jacks Lake on the eastern boundary. The subject property is contiguous to the City limits on the west and south, with the east property across Jacks Lake in the City. The City of Clermont's Future Land Use Map, Map 1.2, has the High Density Residential Land Use abutting the property to the west and south, and the Low Density Residential across the lake. A few properties in this area are still in Lake County and it appears this area is an enclave surrounded by the City. All the properties in the enclave have Lake County's Urban Medium Density Residential Future Land Use. This future land use application is being submitted along with requests for annexation, rezoning to the R-3 Residential/Professional zoning classification, a conditional use permit to allow a townhome community in the R-3 zoning classification, and a variance request. The proposed Medium Density Future Land Use fits the character of the surrounding community and is compatible with the area. The proposed townhome project would provide a transition from the commercial to the south to the single family residences to the north. The project would resemble the existing multifamily projects in the immediate area, including the apartment community to the west and the condominiums to the northwest. This project would remove a portion of the existing property in the enclave since it would be served by City utilities and would provide an opportunity for infill. The City of Clermont's comprehensive plan policies support this request. Based upon the above information, staff recommends approval of the Future Land Use Map amendment from Lake County Urban Medium Density Residential to City of Clermont's Medium Density Future Land Use Category.	
Legal Impact	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ordinance	CPA ORD 2014-20.doc	
2.	Legal ad	CPA Legal Ad.docx	
3.	Lakeview Village Maps	Lakeview Village Comp Plan Maps.pdf	
4.	Surrounding Conditions	Lakeview Village Surrounding Conditions.docx	
5.	Letter	REZ letter scan0002.pdf	
6.	Application	CPA Application.pdf	

CITY OF CLERMONT
ORDINANCE No. 2014-20

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

Lake Highlands 20-22-26 tract 57-A, north 1/2 of Highland Ave. south of tract 57-A, unnamed road lying northeasterly of tract 57-A, southwesterly of shoreline of Jack's Lake, easterly of east right-of-way line of Grand Highway, northerly of north right-of-way line of Highland Avenue, & southerly of south line of northwest 1/4 of southwest 1/4 PB 3 PG 30 ORB 423 PG 339 ORB 1905 PG 2165 ORB 3377 PG 2213 Containing 7.95 acres, more or less

CITY OF CLERMONT
ORDINANCE No. 2014-20

CHANGE IN FUTURE LAND USE CLASSIFICATION
From Lake County - Urban Medium Density Residential
to City of Clermont - Medium Density Residential

Section 2.

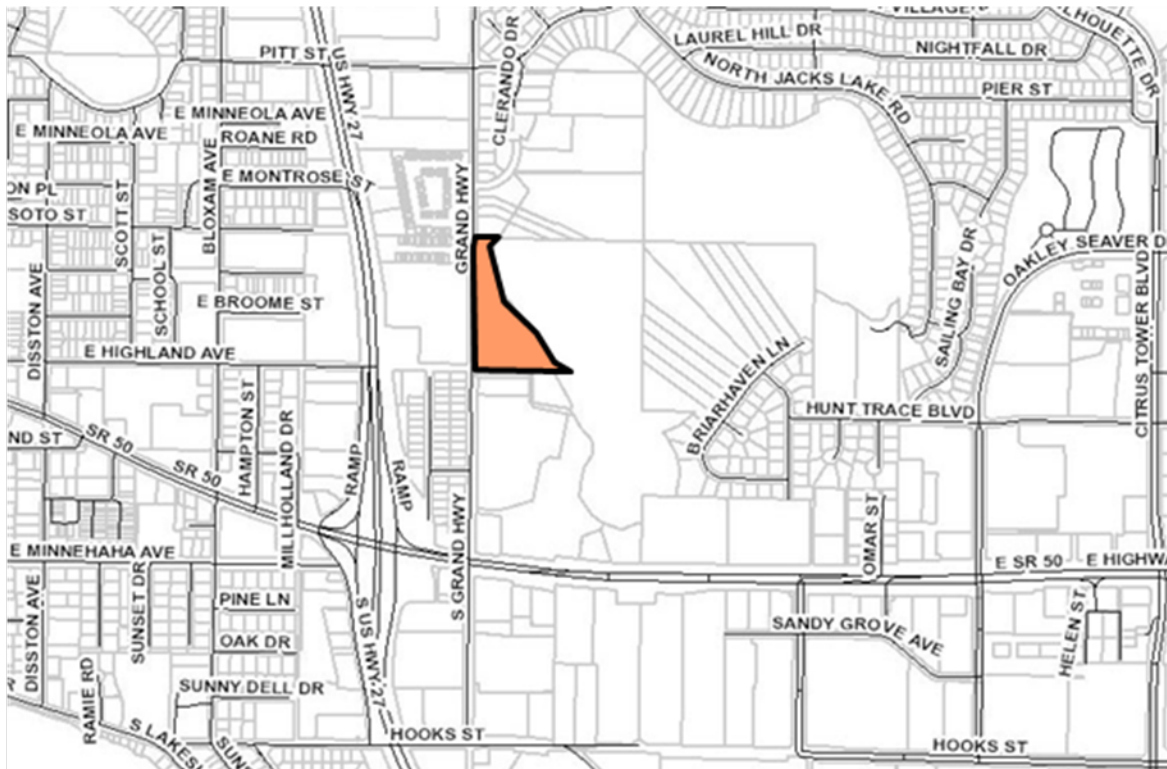
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of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

Section 3.

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

Section 4.

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



CITY OF CLERMONT
ORDINANCE No. 2014-20

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of August, 2014.

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

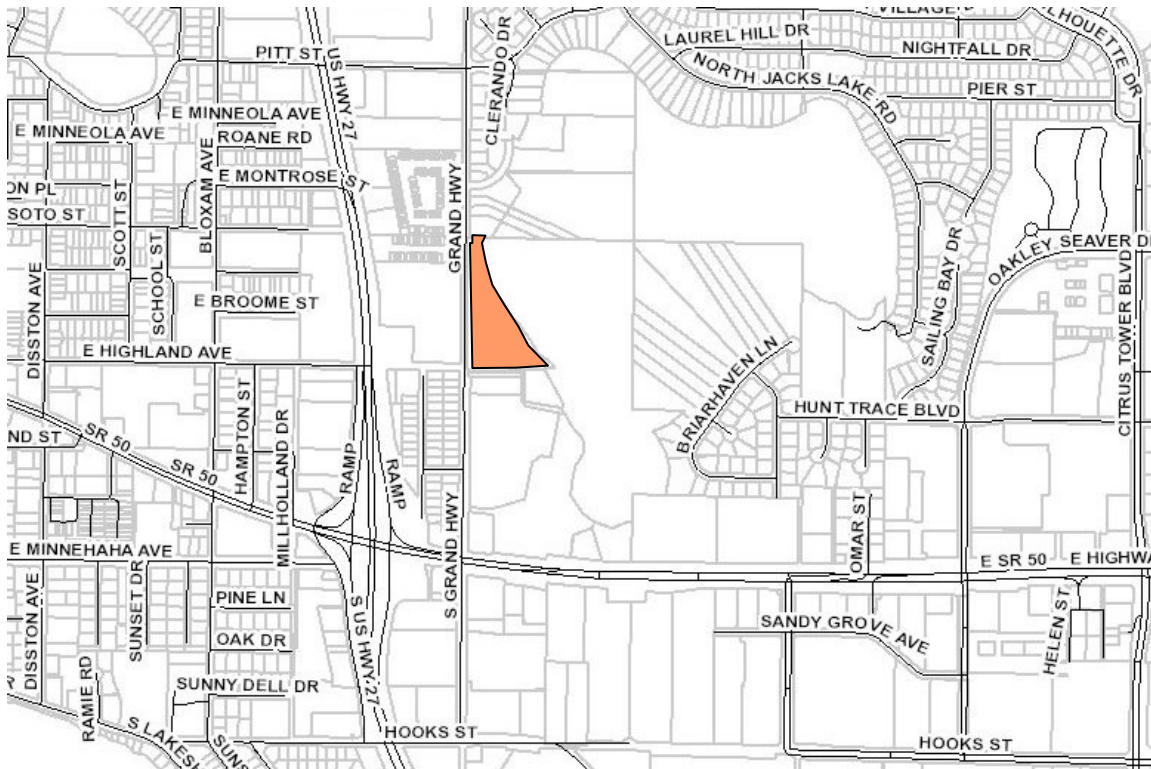
CITY OF CLERMONT

NOTICE OF PROPOSED LAND USE CHANGE

Small-Scale Comprehensive Plan Amendment

ORDINANCE NO. 2014-20

The City of Clermont will hold public hearings Tuesday, August 5, 2014 at 7 p.m. before the Planning and Zoning Commission and Tuesday, August 12, 2014 (1st reading of the adoption ordinance) and Tuesday, August 26, 2014 (final reading of the adoption ordinance) at 7 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 7.95-acre parcel below from Lake County - Urban Medium Density Residential to City of Clermont - Medium Density Residential. AltKey #2665602



Location: North of S.R. 50 and Grand Highway Intersection, East of Grand Highway

Ordinance #2014-20:

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

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

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

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

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

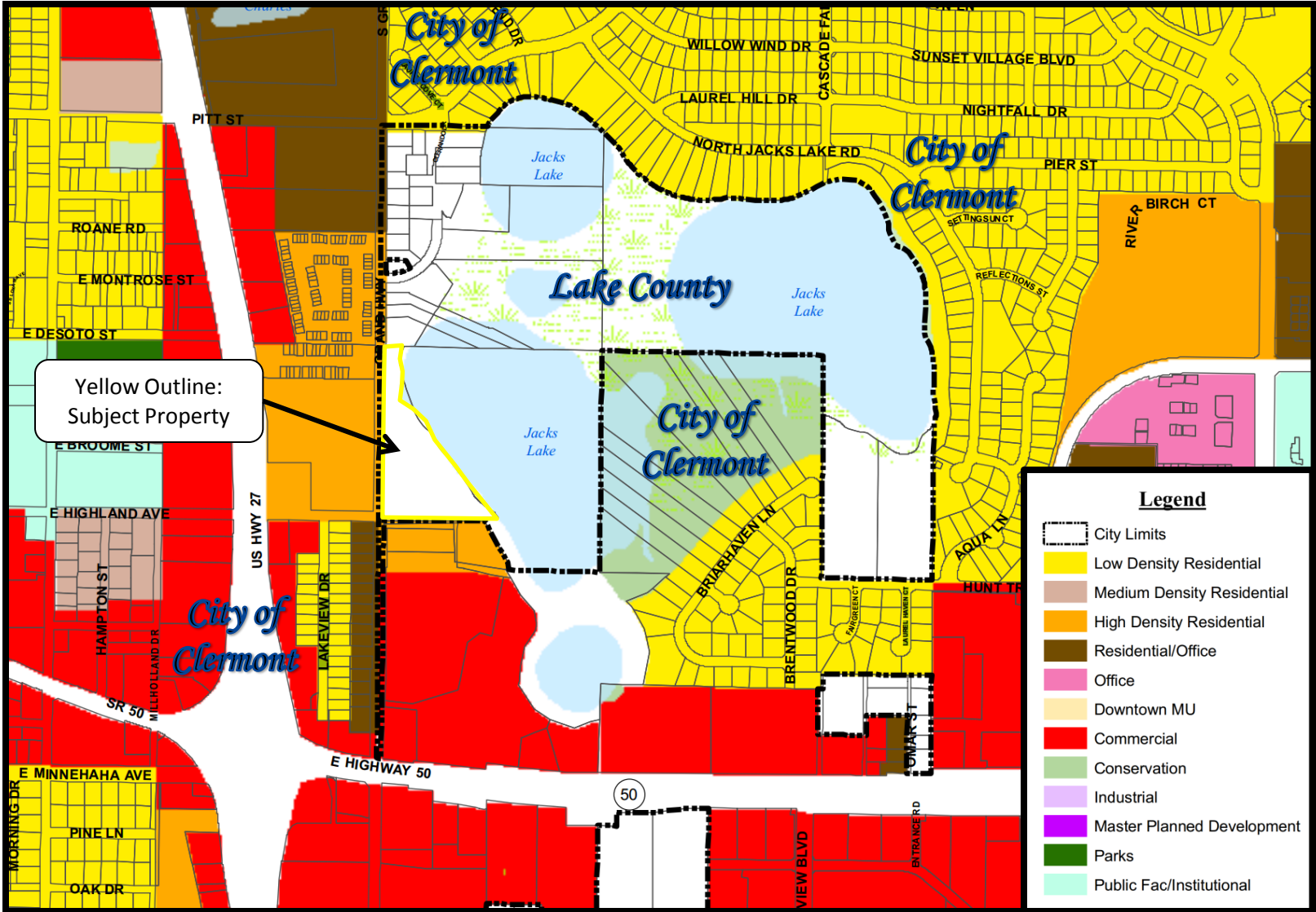
Tracy Ackroyd, MMC
City Clerk

Daily Commercial
7/23/2014 and 8/12/2014

Exhibit - Location Map Lakeview Village Townhomes



Exhibit – City of Clermont – Future Land Use Map
Map 1.2 – Zoomed in
Lakeview Village Townhomes



Surrounding Conditions

DEVELOPMENT NAME: Lakeview Village Townhomes
OWNER/APPLICANT: RM Plus, LLC.
CONTACT: Jonathan Huels, Esq., Lowndes, Drosdick, Doster, Kantor & Reed, P.A.
REQUESTED ACTION: Future land use change from Urban Medium (County) to Medium Density (City)
SIZE OF PARCEL: 7.95 +/- acres
GENERAL LOCATION: East of Grand Highway between Pitt Street and SR 50.
EXISTING ZONING: Lake County A Agricultural (upon annexation)
EXISTING LAND USE: Vacant
FUTURE LAND USE: Lake County Urban Medium

SURROUNDING CONDITIONS:

	<u>ZONING</u>	<u>EXISTING LAND USE</u>	<u>FUTURE LAND USE DISTRICT</u>
NORTH:	Lake County - A	SF Residential	Urban Medium (County)
SOUTH:	Clermont – R-2	Vacant & Commercial	High Density & Commercial
EAST:	Lake County	Jacks Lake	Water body
WEST:	Clermont – C-2	Multifamily Residential	High Density

Road Classification: Grand Highway – Collector
Utility Area: City of Clermont Water / Sewer
Site Utilities: City of Clermont Water / Sewer
Site Visit: July 21, 2014

July 24, 2014

SENT VIA E-MAIL

Barbara Hollerand, Development Services Director
City of Clermont
685 W. Montrose Street, 1st Floor
Clermont, FL 34711

Re: Lakeview Village Townhomes

Barbara,

As you are aware, this law firm is representing RM Plus, LLC with respect to the pending applications for Annexation, Comprehensive Plan Amendment, Rezoning, Conditional Use Permit, and Variance associated with the Lakeview Village Townhomes project (the "Project"). We have been informed by City Planning staff that the Project would not be allowed in the City's R-2 zoning designation due to the exceedance of the maximum density of 12 townhome units permitted in that designation. As such, please let this letter serve as written clarification that the pending Rezoning application is requesting an R-3 zoning designation, under which the Project could be developed as a conditional use. Accordingly, please replace any reference to "R-2" with "R-3" in the pending applications and supporting materials that are now being processed by the City. Please let me know if you have any questions or need any additional clarifications with respect to the Project.

Sincerely,


Jonathan P. Huels

JPH/nle

cc: Ross Jermano (via e-mail)
Curt Henshel (via e-mail)
John Kluse (via e-mail)
Rae Chidlow (via e-mail)



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
APPLICATION

DATE: June 26, 2014

FEE: \$350.00

Project Name (if applicable): Lakeview Village Townhomes

Applicant: RM Plus, LLC

Contact Person: Jonathan Huels

Address: Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive

City: Orlando State: FL Zip: 32801

Phone: 407-418-6483 Fax: 407-843-4444

E-Mail: jonathan.huels@lowndes-law.com

OWNER: RM Plus, LLC

Address: 255 South Orange Avenue, Suite 1600

City: Orlando State: FL Zip: 32801

Phone: 407-487-1320 Fax: 407-405-5326

General Location: Northeast of intersection of US Hwy 27 and SR 50.

Legal Description (include copy of survey): Tract 57A, MAP OF SECTION 20 TOWNSHIP 22 S. RANGE 26 E. LAKE COUNTY, FLORIDA, PROPERTY OF LAKE HIGHLANDS COMPANY, according to the plat thereof recorded in Plat Book 3, page 30, public records of Lake County, Florida, together with the North ½ of Highland Avenue South of Tract 57, and unnamed road lying Northeasterly of Tract 57A, Southwesterly of shoreline of Jack's Lake, Easterly of right of way of Grand Highway, Northerly of North right of way line of Highland Avenue, and Southerly of South line of Northwest ¼ of Southwest ¼ except Northerly of property line running due East of Tract 57A (York property).

Property Size (in acres or square feet): 7.95 acres

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

Existing (Actual) Land Use: Vacant

Existing Zoning: Agricultural

Existing Future Lane Use: Urban Medium Residential

Proposed Future Land Use: Medium Density Residential

Type of development proposed: Townhomes with on-site amenities

Proposed density (dwelling units/acre) or intensity: 28 Townhomes

Proposed Zoning District: R-2

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 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 IN PROCESSING AND WILL NOT BE SCHEDULED
UNTIL SUCH CORRECTIONS ARE MADE.**

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared Jonathan P. Huels, who being by me first duly sworn on oath, deposes and says:

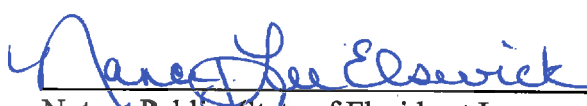
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application 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 Medium Density Residential (Lake County) to Medium Density Residential (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.


Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by Jonathan P. Huels
or personally known by me this 27th day of June, 2014.



NANCY-LEE ELSWICK
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE138190
Expires 11/18/2015


Notary Public, State of Florida at Large

My Commission Expires: 11/18/2015

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

ROSS JEREMANO, MONARCH LTD PLUS LLC, who being

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

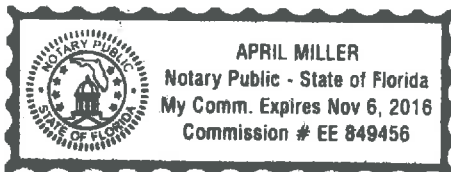
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Medium Residential to Medium Density Residential for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Jonathan P. Huels 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.

X

[Signature]
Affiant – Owner's Name (signature)

SWORN to and SUBSCRIBED before me by _____

or personally known by me this 19th day of June, 2014.



X

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: 11/6/16

LAKEVIEW VILLAGE TOWNHOMES

JUSTIFICATION STATEMENT

City of Clermont

General Data

The property is an approximately 7.95 acre parcel (Tax ID No. 092226080057A00000) located in unincorporated Lake County (the "Property"). The Property is located north of SR 50 and bounded on the west by Grand Highway and on the east by Jack's Lake. The Property is currently vacant and has a County zoning designation of Agricultural and a County Comprehensive Plan Future Land Use designation of Urban Medium Density Residential. The following applications are being simultaneously filed with the City of Clermont to annex the Property into the City and develop a 28-unit townhome residential development called Lakeview Village Townhomes (the "Project"):

- (a) Annexation from unincorporated Lake County into the City;
- (b) An amendment to the Comprehensive Plan to change the Future Land Use designation from Urban Medium Density Residential (County) to Medium Density Residential (City);
- (c) Rezoning of the Property to R-2; and
- (d) A Conditional Use Permit to allow townhomes on the Property.

Consistency with and furthering the Comprehensive Plan

(1) The Project is Compatible with the Neighborhood.

The Property is located at the center of a confluence of different uses, including commercial, residential, and vacant land. The Project fits the character of the surrounding community and is compatible with the Property's adjacent parcels which have been developed as a shopping center (south), apartment complex (west), single family residential (north), and lake (east). As infill development, the Project will serve as buffer between the intensive commercial uses established along SR 50 and the residential uses located farther north along Grand Highway.

(2) The Project is consistent with the Comprehensive Plan.

The Project is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan. As infill development, the Project discourages urban sprawl and will serve as an appropriate transition between the existing commercial uses located south and the residential community located north in furtherance of Policy 1.1.3. The Project is also consistent with Policy 1.2.1 which requires land use changes to be compatible with adjacent properties as discussed in more detail above. The annexation of the Property results in a logical extension of the City limits and allows the development of an undeveloped enclave in furtherance of Policies

1.12.3 and 1.12.4. Further, the proposed City FLU designation of Medium Density Residential (max. 7 du/acre) is analogous to the Property's current County FLU designation of Urban Medium Density Residential (max. 8 du/acre) and results in no net change in the intensity of development that could currently be achieved on the Property. The Project is also consistent Policy 1.6.2, which states that Medium-Density Residential designation permits housing types such as single family detached homes, including zero lot line and cluster developments, duplexes, townhomes, condominiums and apartments.

The Project is consistent with Code Criteria.

Pursuant to the City Code, the intended development of the Property into townhomes will require a Conditional Use Permit. According to Section 86-144(c) of the Code, a Conditional Use Permit must meet the following criteria:

- (1) The granting would not adversely affect the officially adopted Comprehensive Plan;
- (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;
- (3) The proposed use will comply with the regulations and conditions specified in the code for such use; and
- (4) The proposed use may be considered desirable at the particular location.

The Project satisfies all of the above criteria for granting a Conditional Use Permit as a result of the following:

- (1) As discussed above, the Project is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan. As such, the Comprehensive Plan would not be adversely affected.
- (2) The Project will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Rather, the development will provide new living options that are centrally located in areas close to other residential units and commercial developments as well as serve as an appropriate transition between those uses.
- (3) The Project will be constructed in accordance with all requirements set forth in the Code.
- (4) The Project is desirable not only because of the aesthetic value it will bring to the area, but also because it will be an ideal use of this currently vacant land.

Availability of Utilities

The Property is located within the Lake County/Clermont Joint Planning Area and thus is a designated property that may be annexed into the City. Under the Joint Planning Interlocal

Agreement, water and sewer services are permitted to be provided to the Property without any amendment required to the land use plan. All development on the Property will be designed to the City of Clermont standards. Thus, utilities are available to be provided to the Property and are in compliance with the Joint Planning Interlocal Agreement.

Conclusion

In order to develop the Property as a 28-unit Lakeview Village Townhomes, the owner is seeking annexation of the Property into the City, an amendment to the Comprehensive Plan to allow for a Future Land Use designation of Medium Density Residential, a rezoning of the Property to R-2, and a Conditional Use Permit. The Project is compatible with adjacent land uses and the surrounding neighborhood. The Project also furthers the goals, objectives and policies of the Comprehensive Plan and compiles with all applicable regulations and conditions specified in the City Code.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Council Meeting Date		
Tuesday, August 12, 2014		
Agenda Item Name		
Ordinance 2014-21; <i>Introduction</i>		
Requested Action		
Move to Introduce Ordinance No. 2014-21		
Staff Report		
The applicant and owner, RM Plus, LLC, is requesting a rezoning change from Lake County Agricultural to the City's R-3 Residential/Professional District. The subject parcel, when annexed into the City, comes in with the default City zoning of Urban Estate Low Density Residential. From there, the zoning request will be to change it from the City's Urban Estate to the City's R-3. The 7.95-acre parcel is located along the east side of Grand Highway, halfway between SR 50 to the south and Pitt Street to the north. The subject parcel fronts Jacks Lake on the eastern boundary. The subject property is contiguous to the City limits on the west and south. The City of Clermont's Zoning Map, Map 2, has R-2 Medium Density Residential District abutting the property to the south and C-2 General Commercial to the west. The proposed project of 28 townhomes on 7.95 acres equates to a density of 3.52 units per acre. The R-3 zoning designation allows for more than 12 townhomes within a project with the granting of a conditional use permit. The proposed Future Land Use designation of Medium Density Residential allows a maximum density of 8 dwelling units per acre. The proposed R-3 Residential/Professional District fits the character of the surrounding community and is compatible with the area. Section 122- 81 of the Land Development Code (LDC) outlines the intent of the R-3 Residential/Professional District. It indicates that the purpose of the R-3 district is to provide medium density townhomes and multiple-family housing in an urban area where needed, and where urban conveniences and facilities can be provided. Central water and sewer services are available and the Future Land Use map of this area does indicate this to be an urban area. Staff recommends approval of the rezoning to the City of Clermont's R-3 Residential/Professional District.		
Legal Impact		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	REZ ORD 2014-21.doc
2. Legal ad	REZ Lakeview legal ad.docx
3. Rezoning amendment letter	REZ letter scan0002.pdf
4. Lakeview Village Maps	Lakeview Village Rezoning Maps.pdf
5. Application	REZ application.pdf

CITY OF CLERMONT
ORDINANCE No. 2014-21

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 DESCRIPTIONS

Lake Highlands 20-22-26 tract 57-A, north 1/2 of Highland Ave. south of tract 57-A, unnamed road lying northeasterly of tract 57-A, southwesterly of shoreline of Jack's Lake, easterly of east right-of-way line of Grand Highway, northerly of north right-of-way line of Highland Avenue, & southerly of south line of northwest 1/4 of southwest 1/4 PB 3 PG 30 ORB 423 PG 339 ORB 1905 PG 2165 ORB 3377 PG 2213 Containing 7.95 acres, more or less

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2014-21



CITY OF CLERMONT
ORDINANCE No. 2014-21

on this 26th day of August, 2014.

CITY OF CLERMONT

Harold S. Turville, Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form:

Dan Mantzaris, City Attorney

LEGAL NOTICE

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

ORDINANCE NO. 2014-21

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

Vacant property (Alt. Key 2665602) North of S.R. 50 and
Grand Highway Intersection, East of Grand Highway

LEGAL DESCRIPTION

Lake Highlands 20-22-26 tract 57-A, north 1/2 of Highland Ave. south of tract 57-A, unnamed road lying northeasterly of tract 57-A, southwesterly of shoreline of Jack's Lake, easterly of east right-of-way line of Grand Highway, northerly of north right-of-way line of Highland Avenue, & southerly of south line of northwest 1/4 of southwest 1/4 PB 3 PG 30 ORB 423 PG 339 ORB 1905 PG 2165 ORB 3377 PG 2213 Containing 7.95 acres, more or less

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

This request will be considered by the Planning & Zoning Commission on Tuesday, August 5, 2014 at 7:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, August 26, 2014 at 7:00 p.m. for final enactment.

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

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

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

Tracy Ackroyd

City Clerk

Daily Commercial
July 29, 2014 and August 12, 2014

July 24, 2014

SENT VIA E-MAIL

Barbara Hollerand, Development Services Director
City of Clermont
685 W. Montrose Street, 1st Floor
Clermont, FL 34711

Re: Lakeview Village Townhomes

Barbara,

As you are aware, this law firm is representing RM Plus, LLC with respect to the pending applications for Annexation, Comprehensive Plan Amendment, Rezoning, Conditional Use Permit, and Variance associated with the Lakeview Village Townhomes project (the "Project"). We have been informed by City Planning staff that the Project would not be allowed in the City's R-2 zoning designation due to the exceedance of the maximum density of 12 townhome units permitted in that designation. As such, please let this letter serve as written clarification that the pending Rezoning application is requesting an R-3 zoning designation, under which the Project could be developed as a conditional use. Accordingly, please replace any reference to "R-2" with "R-3" in the pending applications and supporting materials that are now being processed by the City. Please let me know if you have any questions or need any additional clarifications with respect to the Project.

Sincerely,


Jonathan P. Huels

JPH/nle

cc: Ross Jermano (via e-mail)
Curt Henshel (via e-mail)
John Kluse (via e-mail)
Rae Chidlow (via e-mail)

Exhibit - Location Map Lakeview Village Townhomes

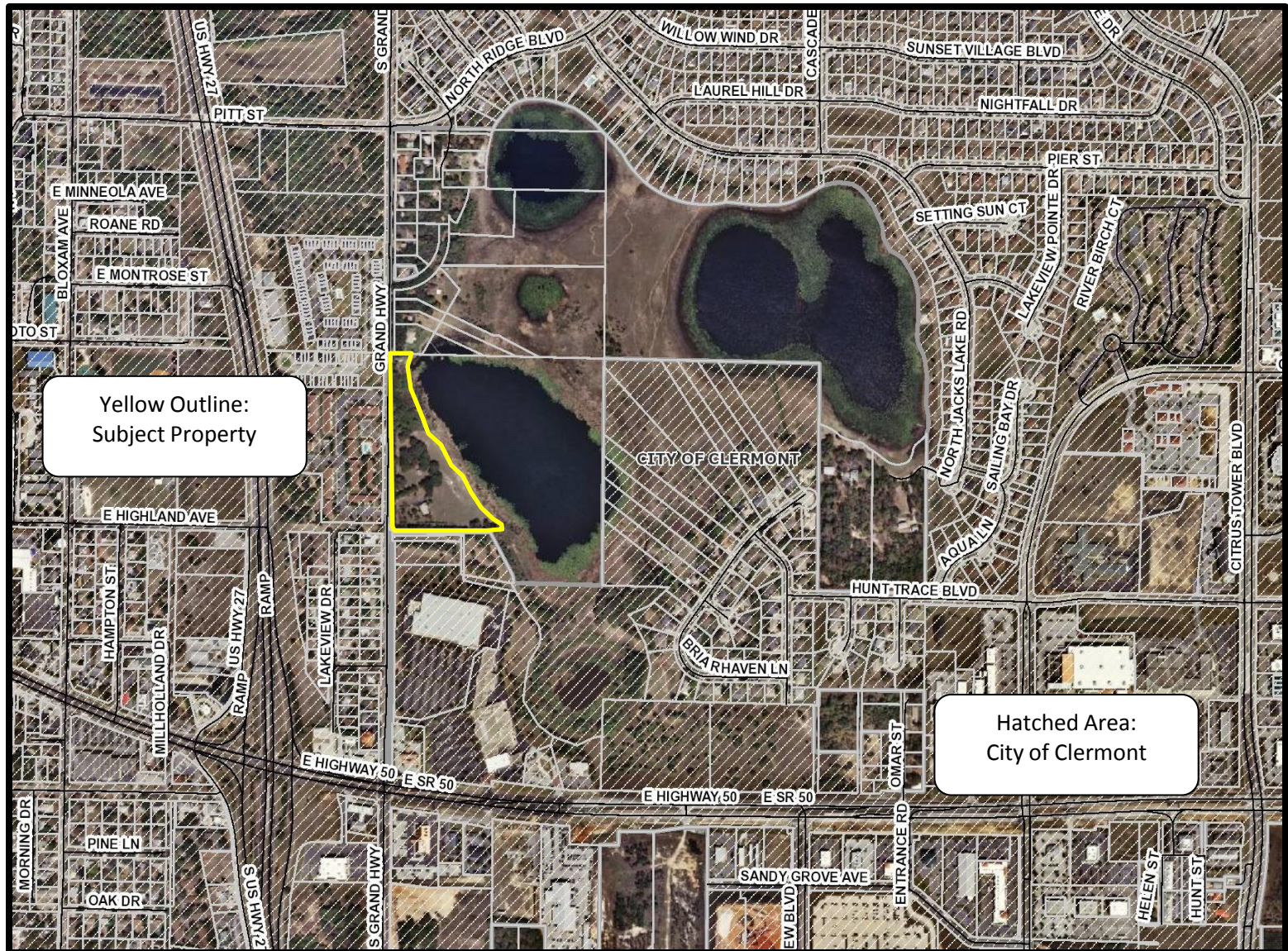
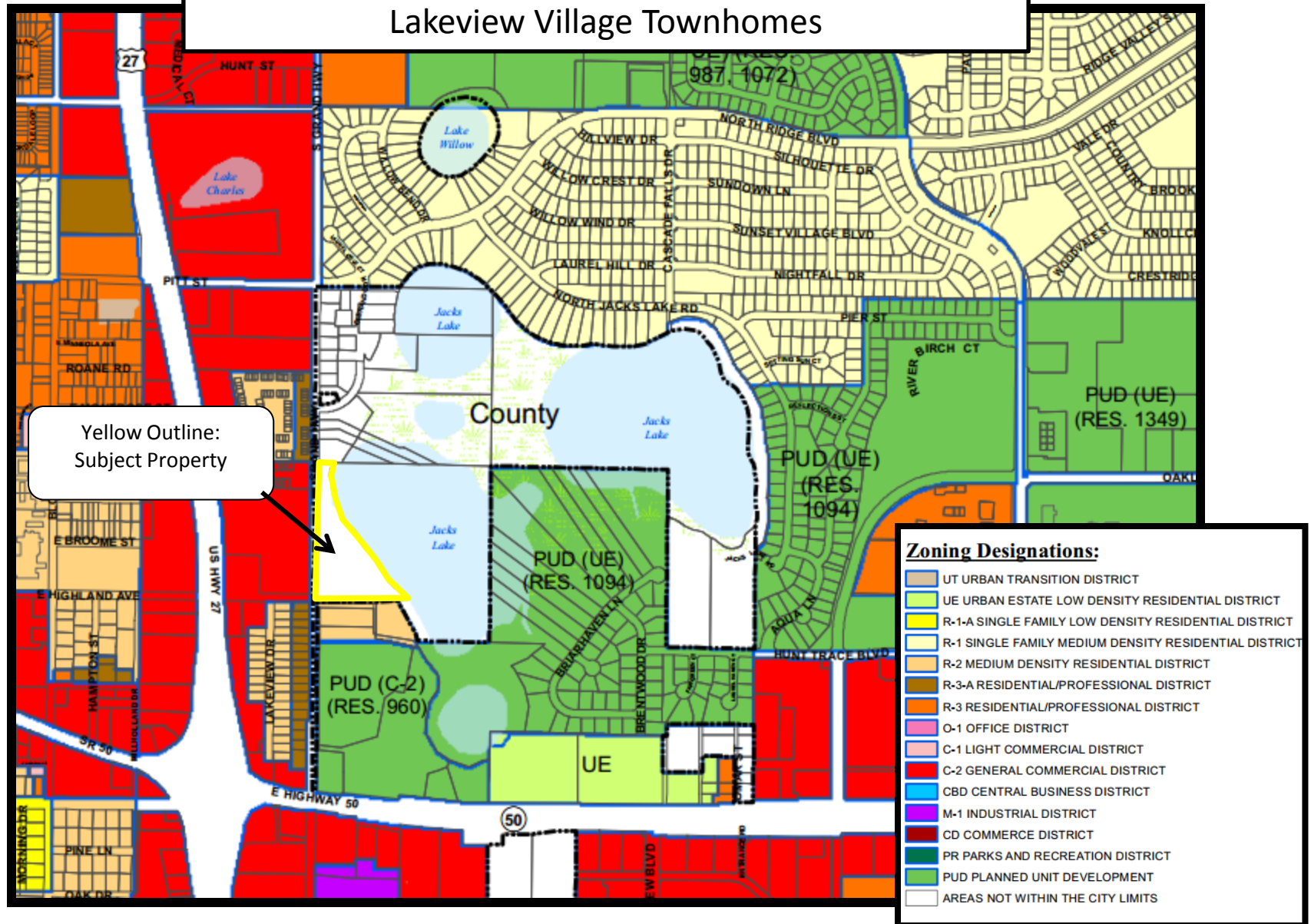


Exhibit – City of Clermont – Zoning Map

Map 2 – Zoomed in Lakeview Village Townhomes





**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: June 26, 2014

FEE: \$350.00

PROJECT NAME (if applicable): Lakeview Village Townhomes

APPLICANT: RM Plus, LLC

CONTACT PERSON: Jonathan Huels

Address: Lowndes, Drosdick, Doster, Kantor & Reed, P.A., 215 N. Eola Drive

City: Orlando State: FL Zip: 32801

Phone: 407-418-6483 Fax: 407-843-4444

E-Mail: jonathan.huels@lowndes-law.com

OWNER: RM Plus, LLC

Address: 255 South Orange Avenue, Suite 1600

City: Orlando State: FL Zip: 32801

Phone: 407-487-1320 Fax: 407-405-5326

Address of Subject Property: 14108 Grand Highway, Clermont, FL 34711

Legal Description (include copy of survey): Tract 57A, MAP OF SECTION 20 TOWNSHIP 22 S. RANGE 26 E. LAKE COUNTY, FLORIDA, PROPERTY OF LAKE HIGHLANDS COMPANY, according to the plat thereof recorded in Plat Book 3, page 30, public records of Lake County, Florida, together with the North ½ of Highland Avenue South of Tract 57, and unnamed road lying Northeasterly of Tract 57A, Southwesterly of shoreline of Jack's Lake, Easterly of right of way of Grand Highway, Northerly of North right of way line of Highland Avenue, and Southerly of South line of Northwest ¼ of Southwest ¼ except Northerly of property line running due East of Tract 57A (York property).

Acreage: 7.95 Land Use: Vacant
(City verification required)

Present Zoning: Agricultural Proposed Zoning: R-2
(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?

_____ Please see attached summary.

Jonathan P. Huels

Applicant Name (print)

Agent

X

Applicant Name (signature)

Agent

Ross Jermano, as Manager of RM Plus, LLC

Owner Name (print)

X

Owner Name (signature)

***** NOTICE *****

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

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

LAKEVIEW VILLAGE TOWNHOMES

JUSTIFICATION STATEMENT

City of Clermont

General Data

The property is an approximately 7.95 acre parcel (Tax ID No. 092226080057A00000) located in unincorporated Lake County (the "Property"). The Property is located north of SR 50 and bounded on the west by Grand Highway and on the east by Jack's Lake. The Property is currently vacant and has a County zoning designation of Agricultural and a County Comprehensive Plan Future Land Use designation of Urban Medium Density Residential. The following applications are being simultaneously filed with the City of Clermont to annex the Property into the City and develop a 28-unit townhome residential development called Lakeview Village Townhomes (the "Project"):

- (a) Annexation from unincorporated Lake County into the City;
- (b) An amendment to the Comprehensive Plan to change the Future Land Use designation from Urban Medium Density Residential (County) to Medium Density Residential (City);
- (c) Rezoning of the Property to R-2; and
- (d) A Conditional Use Permit to allow townhomes on the Property.

Consistency with and furthering the Comprehensive Plan

(1) The Project is Compatible with the Neighborhood.

The Property is located at the center of a confluence of different uses, including commercial, residential, and vacant land. The Project fits the character of the surrounding community and is compatible with the Property's adjacent parcels which have been developed as a shopping center (south), apartment complex (west), single family residential (north), and lake (east). As infill development, the Project will serve as buffer between the intensive commercial uses established along SR 50 and the residential uses located farther north along Grand Highway.

(2) The Project is consistent with the Comprehensive Plan.

The Project is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan. As infill development, the Project discourages urban sprawl and will serve as an appropriate transition between the existing commercial uses located south and the residential community located north in furtherance of Policy 1.1.3. The Project is also consistent with Policy 1.2.1 which requires land use changes to be compatible with adjacent properties as discussed in more detail above. The annexation of the Property results in a logical extension of the City limits and allows the development of an undeveloped enclave in furtherance of Policies

1.12.3 and 1.12.4. Further, the proposed City FLU designation of Medium Density Residential (max. 7 du/acre) is analogous to the Property's current County FLU designation of Urban Medium Density Residential (max. 8 du/acre) and results in no net change in the intensity of development that could currently be achieved on the Property. The Project is also consistent Policy 1.6.2, which states that Medium-Density Residential designation permits housing types such as single family detached homes, including zero lot line and cluster developments, duplexes, townhomes, condominiums and apartments.

The Project is consistent with Code Criteria.

Pursuant to the City Code, the intended development of the Property into townhomes will require a Conditional Use Permit. According to Section 86-144(c) of the Code, a Conditional Use Permit must meet the following criteria:

- (1) The granting would not adversely affect the officially adopted Comprehensive Plan;
- (2) Such use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity;
- (3) The proposed use will comply with the regulations and conditions specified in the code for such use; and
- (4) The proposed use may be considered desirable at the particular location.

The Project satisfies all of the above criteria for granting a Conditional Use Permit as a result of the following:

- (1) As discussed above, the Project is consistent with, and furthers the Goals, Objectives and Policies of the Comprehensive Plan. As such, the Comprehensive Plan would not be adversely affected.
- (2) The Project will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. Rather, the development will provide new living options that are centrally located in areas close to other residential units and commercial developments as well as serve as an appropriate transition between those uses.
- (3) The Project will be constructed in accordance with all requirements set forth in the Code.
- (4) The Project is desirable not only because of the aesthetic value it will bring to the area, but also because it will be an ideal use of this currently vacant land.

Availability of Utilities

The Property is located within the Lake County/Clermont Joint Planning Area and thus is a designated property that may be annexed into the City. Under the Joint Planning Interlocal

Agreement, water and sewer services are permitted to be provided to the Property without any amendment required to the land use plan. All development on the Property will be designed to the City of Clermont standards. Thus, utilities are available to be provided to the Property and are in compliance with the Joint Planning Interlocal Agreement.

Conclusion

In order to develop the Property as a 28-unit Lakeview Village Townhomes, the owner is seeking annexation of the Property into the City, an amendment to the Comprehensive Plan to allow for a Future Land Use designation of Medium Density Residential, a rezoning of the Property to R-2, and a Conditional Use Permit. The Project is compatible with adjacent land uses and the surrounding neighborhood. The Project also furthers the goals, objectives and policies of the Comprehensive Plan and compiles with all applicable regulations and conditions specified in the City Code.