CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, March 24, 2015

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

PROCLAMATION

Developmental Disabilities Awareness Day

PRESENTATIONS

Downtown Partnership

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Bid Award and Budget Amendment	Consider request to approve bid award to Timothy C. Royalty d/b/a Precision Racing to furnish and install racing marker buoys and a budget amendment in the amount of $64,995.16.
Item No. 2 - Agreement Amendment	Consider request to amend disposal agreement with Groveland Transfer and Recycling, Inc.
Item No. 3 - Hammock Ridge Site Additional Services Proposal	Consider a request to approve an additional services proposal from Architect Design Group for the site adaptation and redesign of the police station site in the amount of $112,072.
Item No. 4 - Resolution No. 2015-11	Consider request to approve a revised Property Control Policy.

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Item No. 5 - Resolution No. 2015-13 and Budget Amendment	Consider request to approve payment of an EPA lien on the former Sprayfield site and a budget amendment in the amount of $145,750.
Item No. 6 - Resolution No. 2015-14	Consider request to approve a revised Investment Policy.

UNFINISHED BUSINESS

Item No. 7 - Ordinance No. 2015-07; *Final* Intergovernmental Coordination Element	Consider approval of Ordinance to adopt the Intergovernmental Coordination Element (ICE) Comprehensive Plan Amendment.
Item No. 8 - Ordinance No. 2015-09; *Final* State Farm	Consider approval of Ordinance to close easement for the State Farm property.
Item No. 9 - Ordinance No. 2015-10; *Final* Toyota of Clermont	Consider approval of Ordinance to annex property located at 16851 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).
Item No. 10 - Ordinance No. 2015-12; *Final* Toyota of Clermont	Consider approval of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial for property located at 16851 State Road 50.
Item No. 11 - Ordinance No. 2015-13 Final Plaza Collina *Table to April 28, 2015*	Consider request to table to the April 28, 2015 City Council meeting.
Item No. 12 - Ordinance No. 2015-17; *Final* Dougherty	Consider approval of Ordinance to annex property located on Highway 50, east of Highway 27.

CITY OF CLERMONT
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Item No. 13 - Ordinance No. 2015-18; *Final* Dougherty	Consider approval of Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located east of Ford of Clermont, south of State Road 50, and west of Sandy Grove Avenue.
Item No. 14 - Ordinance No. 2015-19; *Final* Dougherty	Consider approval of Ordinance to change the zoning from UE Urban Estate to C-2 General Commercial, for property located east of Ford of Clermont, south of State Road 50, and west of Sandy Grove Avenue.

NEW BUSINESS

Item No. 15 - Resolution No. 2015-07 Harvest Landing *Table to April 14, 2015*	Consider request to table to the April 14, 2015 City Council meeting.
Item No. 16 - Resolution No. 2015-08 Plaza Collina *Table to April 28, 2015*	Consider request to table to the April 28, 2015 Council meeting.
Item No. 17 - Resolution No. 2015-09 Hilton Suites Hotel	Consider request for a conditional use permit to allow a structure more than 20,000 square feet in the C-2 General Commercial zoning district, located north of SR 50 and south of Legends Way.

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
Proclamation

Whereas, Building Block Ministries is involved in advocating for programs that promote positive system changes and that allow persons with developmental disabilities to achieve optimum independence and to promote innovative programs and practices that improve the quality of life for these individuals; and

Whereas, Building Blocks Ministries encourages all Florida citizens to actively participate in events that appropriately recognize and celebrate Florida's diverse population, including persons with developmental disabilities; and

Whereas, "Developmental Disabilities Awareness Day" has been established to promote awareness and understanding of the opportunities, challenges and needs of persons with developmental disabilities; and

Whereas, "Developmental Disabilities Awareness Day" also recognizes Florida's public policy accomplishments concerning persons with disabilities, as well as identifying the improvements to public policy that are needed to ensure that all of Florida's citizens with developmental disabilities have the capacity to lead full, productive and engaged lives; and

Whereas, it is necessary and appropriate that local communities in Florida such as the City of Clermont support the mission and purpose of "Developmental Disabilities Awareness Day" and encourage their citizens to recognize and respect this important commemoration;

Now, Therefore, I, Gail L. Ash, by virtue of the authority vested in me as Mayor of the City of Clermont in the State of Florida, do hereby proclaim March 28, 2015 as

Developmental Disabilities Awareness Day

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 24th day of March in the year two thousand fifteen.

_____
Gail L. Ash
Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Bid Award and Budget Amendment

Requested Action
Move to approve contract to furnish and install racing marker buoys and a budget amendment in the amount of $64,995.16.

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 furnish and install racing marker buoys at Lake Minneola. The Purchasing Division issued a Request for Bid (RFB) number 15-010 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was one response to the RFB. Award is being recommended to single responsive and responsible bidder Timothy C. Royalty d/b/a Precision Racing for option #1 (10 meter can buoys) of the bid tabulation, $64,995.16 total. The recommendation option matches the race course proposed in the original application for grant funding, specifically the number of lane lines and the buoy spacing. The single respondent complied with all terms, conditions, and specifications stated in the RFB. A budget amendment in the amount of $64,995.16 is requested to fund the work. The City will submit an application to Lake County for a Tourist Development grant to cover this cost. In the event, the grant is not approved, Infrastructure Sales Tax Funds will be used.

Additional Analysis

Fiscal Impact Summary
A budget amendment in the amount of $64,995.16 is proposed to the Capital Projects Fund with a corresponding increase to grant proceeds.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$64,995.16	32542-66301-72117	$0.00
$64,995.16	32337-33733-72117	$0.00

Exhibits Attached (copies of original agreements)	
1. Bid Tabulation	RFB 15-010 Response Tabulation.pdf
2. ad	RFB 15-010 Ad.doc

RESPONSE TABULATION

RFB 15-010, INSTALLATION OF RACING MARKER BUOYS
DUE DATE/TIME: FEBRUARY 10, 2015 AT 2:00 P.M. (EST)

OPTION #1: 9 LANE LINES WITH INFRASTRUCTURE FOR 8 LANES			
COMPANY NAME	**ADD. #1**	**20 Meter Can Buoys**	**10 Meters Can Buoys**
Timothy C. Royalty d/b/a Precision Racing, Cincinnati, OH	Y	$59,472.58	$64,995.16

* Addendum #1 (Add #1) was not a mandatory submittal with response.

OPTION #2: 7 LANE LINES WITH INFRASTRUCTURE FOR 8 LANES			
COMPANY NAME	**ADD. #1**	**20 Meter Can Buoys**	**10 Meters Can Buoys**
Timothy C. Royalty d/b/a Precision Racing, Cincinnati, OH	Y	$50,340.34	$54,635.68

* Addendum #1 (Add #1) was not a mandatory submittal with response.

RESPONSE TABULATION

OPTION #3: 5 LANE LINES WITH INFRASTRUCTURE FOR 8 LANES			
COMPANY NAME	**ADD. #1**	**20 Meter Can Buoys**	**10 Meter Can Buoys**
Timothy C. Royalty d/b/a Precision Racing, Cincinnati, OH	Y	$40,758.10	$43,826.20

* Addendum #1 (Add #1) was not a mandatory submittal with response.

OPTION #4: 3 LANE LINES WITH INFRASTRUCTURE FOR 8 LANES			
COMPANY NAME	**ADD. #1**	**20 Meter Can Buoys**	**10 Meter Can Buoys**
Timothy C. Royalty d/b/a Precision Racing, Cincinnati, OH	Y	$32,825.86	$34,666.72

* Addendum #1 (Add #1) was not a mandatory submittal with response.

REQUEST FOR BIDS

The City of Clermont is requesting bids from qualified respondents to furnish and install racing marker buoys (RFB 15-010). All responses must be received prior to 2:00 P.M. on Thursday, February 19, 2015. Information may be obtained from the City's website at www.clermontfl.gov

Publication Date: Newspaper
January 30, 2015

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015
Agenda Item Name
Agreement Amendment
Requested Action
Move to approve the amendment to the disposal agreement with Groveland Transfer and Recycling, Inc.
Staff Report
The Environmental Services staff recommends acceptance of the amendment to the disposal agreement for single stream recyclables collected by the City. The previous contract did not address single stream recyclables and the costs associated with the collection and disposal at the Groveland facility.
Additional Analysis
Fiscal Impact Summary
No fiscal impact.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Amendment	Amendment.pdf

AMENDMENT TO DISPOSAL AGREEMENT

This Amendment to Disposal Agreement ("Amendment") is entered into this ____ day of _____, 201__ to be effective as of March 1, 2015 (the "Effective Date"), by and between **Groveland Transfer & Recycling, Inc.** ("Company"), a Florida corporation with an address at 109 Sampey Road, Groveland, Florida, and **City of Clermont, Florida** ("Customer") a Florida municipality with its principal address at 685 West Montrose Street, Clermont, Florida 34712.

WITNESSETH:

WHEREAS, Company and Customer entered into that certain Disposal Agreement with an effective date of May 1, 2014 (the "Agreement");

WHEREAS, all capitalized terms not defined herein shall have the meanings ascribed to such terms in the Agreement; and

WHEREAS, the parties mutually desires to amend the terms of the Agreement as further described herein.

NOW, THEREFORE, for the promises contained herein and other good and valuable consideration the receipt and sufficiency of which consideration is hereby acknowledged, the parties hereto hereby agree as follows:

1. Disposal/Disposal Fees/ Rebates/ Increases. Section 2 of the Agreement is hereby deleted in its entirety and replaced with the following:

> During the term of this Agreement, subject to any limitations imposed by Authorizations and applicable law, regulation or otherwise, Company will accept for disposal Acceptable Waste delivered by Customer or any subcontractor engaged by Customer to the Transfer Station, and Customer shall deliver to the Transfer Station, all Acceptable Waste generated by residents within the jurisdiction of the City of Clermont, including, but not limited to, all single-stream recyclables collected within the City by the City or its subcontractor or agent. Customer shall pay to the Company a disposal rate of $30.45 per ton for each ton of Acceptable Waste delivered to the Transfer Station; provided, however, Customer shall not be charged for the delivery of any single-stream recyclable materials. Due to market variances in the value of recyclable materials, Customer and Company may negotiate the possibility of a future rebate to be paid to Customer based on the Customer's recyclables and Company shall only be obligated to pay such a rebate in the event of a mutually written agreement. If Company provides disposal services outside of its regular business hours or any additional services, including the disposal of any Special Waste, Company may adjust the disposal fee to compensate Company for the

additional costs in providing such disposal. Contamination by other materials may result in the imposition of additional fees. Contamination will be determined by the Company in its reasonable discretion and to the extent it renders the material not Acceptable Waste, shall be subject to the provisions of Section 6 of this Agreement. The disposal rate set out in this section 2 is net of all applicable taxes, and government fees or charges levied against the Company in respect of the receipt of Acceptable Waste for disposal at the Transfer Station, and Customer will pay all such taxes, fees and charges to Company in addition to the applicable disposal rate. Company shall have the right, in its sole discretion, to increase the disposal rate on each anniversary of this Agreement by the lesser of (i) the Consumer Price Index (All Items) for the Southeast Region as published by the Bureau of Labor Statistics 90 days preceding the rate increase or (ii) two percent (2%). The parties acknowledge and agree that the cost of fuel fluctuates and that Company shall have the right, in its sole discretion, to add a fuel surcharge to any invoice for changes in the cost of diesel fuel. Fuel surcharges will be calculated on a six-month basis and added on the invoice in addition to the initial rate contained herein based on the price of diesel fuel as established by the Energy Information Administration of the Department of Energy for the Lower Atlantic Region. A fuel surcharge shall be implemented for any given six-month period of this Agreement, beginning on May 1 or November 1, when the average price of diesel fuel during the previous six-month period exceeded $4.25 per gallon in accordance with the fuel surcharge matrix attached hereto as Exhibit A, and such fuel surcharge will be calculated as a percentage of the then-applicable rate. The fuel surcharge will be implemented on a bi-annual basis on May 1 and November 1 based on taking the average price of diesel fuel published during each week of the previous six-month period."

2. Reaffirmation. The parties hereby reaffirm their agreement with all the terms and provisions of the Agreement as amended by this Amendment.

3. Entire Agreement. The Agreement and the Amendment represent the entire agreement among the parties with respect to the matters that are the subject hereof, and supersedes any and all prior agreements, arrangements, or understandings between the parties or their counsel relating to the subject matter herein. In the event that there are any conflicts between the Agreement and this Amendment, the terms and conditions of this Amendment shall control.

4. Counterparts: Facsimile Signatures. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which shall collectively constitute one and the same instrument representing this Amendment between the parties hereto, and it shall not be necessary for the proof of this Amendment that any party produce or account for more than one such counterpart. Facsimile signatures shall be given the same force and effect as original signatures and shall be treated for all purposes and intents as original signatures.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first written above.

Company:	**Customer:**
Groveland Transfer & Recycling, Inc.	**City of Clermont, Florida**
By: _____	By: _____
Name: Dean DiValerio	Name: Gail Ash
Title: Vice President	Title: Mayor

CITY OF CLERMONT

AGENDA ITEM

Meeting Date	
Tuesday, March 24, 2015	
Agenda Item Name	
Hammock Ridge Site Additional Services Proposal	
Requested Action	
Approve the additional services proposal in the amount of $112,072 for the site adaptation and redesign of the Clermont Police Department at the approved site location.	
Staff Report	
These additional services are included in the presented fee amounts considered with the prior presentation to the City Council.	
Additional Analysis	
Fiscal Impact Summary	
Cost of additional services is included in the current year budget.	

Fiscal Impact	Fund Number and Description	Available Budget Amount
$112,072.00	32521-53100-21101	$216,653.00

Exhibits Attached (copies of original agreements)	
1. PD Site	PD Site Letter.pdf

Architects Design Group
Inc: AAC001197

Architects and Planners

I.S.K. Reeves V, F.A.I.A.
Chief Executive Officer

Ian Reeves, A.I.A.
President

Kevin Ratigan, A.I.A., LEED AP
Senior Vice President

Tonya Cronin
Chief Administrative Officer

Winter Park, Florida:
333 North Knowles Avenue
Winter Park, Florida 32789
Tel: 407.647.1706

Dallas, Texas:
4131 North Central Expressway
Suite 200
Dallas, Texas 75204
Tel: 469.458.3438

email: adg@adgusa.org
www.adgusa.org

March 13, 2015

Mr. Darren Gray
City Manager
City of Clermont, Florida
685 West Montrose St.
Clermont, Florida 34712

RE: Additional Service Proposal – Redesign Fees – Site Adaptation to Hammock Ridge
Clermont Police Department Headquarters
ADG Project No. 844-10 / 1.21

Dear Mr. Gray:

Pursuant to the City Council decision at the February 26, 2015 Workshop during which the new location for the Clermont Police Department Building at the northwest corner, along Hammock Ridge Road, of the City's Clermont Arts and Recreation Center Complex was approved, ADG is submitting this fee proposal to provide redesign services. The following is an outline of the project status and Redesign Fees:

Item 1 - Redesign Fees

1.1. The site adaption work includes a new site design that requires an entire rework of the civil and landscape documents.
1.2. Along with the new site documents, the floor plans, elevations, sections and associated drawings will be revised based on the updated space needs analysis/floor plan revisions completed with the input from Captain Charles Vitale. This included adding square footage to the overall building along with the reorganization of the floor plan layout to accommodate the current space needs.

Cost breakdown remaining for the Site Adaptation to Hammock Ridge:

Item 1: Proposed Redesign Fees

Architects Design Group	$ 61,267.00
Bishop Engineering Company (Structure)	$ 7,770.00
Sims Wilkerson Cartier Engineering (MEP/FP)	$ 19,635.00
Bellomo-Herbert & Company (Landscape)	$ 5,400.00
Springstead Engineering, Inc. (Civil)	$ 18,000.00
Total Anticipated Reesign Fees	**$ 112,072.00**

We respectfully ask that by accepting this letter you authorize ADG to provide the redesign services for a Lump Sum Compensation of $112,072 (Item 1. Proposed Redesign Fees).

Architects Design Group will initiate the work upon authorization from the City. Note that these services do not include additional cost estimating by Ajax. If you have any questions regarding the proposal please contact me at your earliest opportunity.

Sincerely,

Domingo (Sonny) Fornoles, AIA
Senior Project Manager

Accepted

_____
City of Clermont

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015
Agenda Item Name
Resolution No. 2015-11
Requested Action
Move to approve Resolution No. 2015-11
Staff Report
The current Property Control Policy was approved in 2011. Staff is requesting approval of a revised Policy which includes minor updates.
Additional Analysis
Fiscal Impact Summary

Fiscal Impact	**Fund Number and Description**	**Available Budget Amount**

Exhibits Attached (copies of original agreements)	
1. Resolution No. 2015-11	Resolution No. 2015-11 - Property Control Policy.doc
2. Property Control Policy	Property Control Policy (Line Thru) - 3-24-15.doc

CITY OF CLERMONT

RESOLUTION NO. 2015-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE PROPERTY CONTROL POLICY FOR THE CITY OF CLERMONT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, that changes be made to the Property Control Policy;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Property Control Policy is hereby adopted as follows:

SECTION 1.

The City Council does hereby adopt the City of Clermont Property Control Policy as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Property Control Policy by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-11

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

Property Control Policy

City of Clermont, Florida

3-24-15

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A. Purpose

The purpose of this Policy is to establish requirements for the control of City owned tangible and intangible personal property and for the periodic review of such property for inventory purposes in accordance with Section 274.02, Florida Statutes.

B. Scope

This policy shall apply to all City owned tangible and intangible personal property with a value or cost of $1,000 or more and a projected useful life of one (1) year or more. Tangible personal property includes furniture, equipment, computers, printers, and vehicles. Intangible personal property includes software.

C. Responsibility

The City's Finance Department is responsible for the establishment and maintenance of the property control system.

Department Directors are the official custodians of property items assigned to their departments and as a result, are primarily responsible for the use, care and safeguarding of property items assigned to their departments.

Departments are responsible for the establishment and maintenance of control systems to account for tangible personal property not covered by this Policy.

D. Property Acquisition

The cost recorded in the property control system is the total cost of placing the item in service (i.e., invoice price plus freight and installation charges less discounts). A trade in value is not deducted from the cost of an item.

Property donated to the City is recorded in the property control system at its fair market value at the date of donation. A letter from the donor that includes a description of the property and its value is recommended.

Property created by assembling parts of several old items into a new one (cannibalizing) or by assembling new purchased parts is to be recorded in the property control system if its cumulative value meets the property

value threshold noted in Section B. or if it qualifies as an improvement to an existing property item. Any cannibalized assets should have first been disposed of through the property disposal procedure.

A Property Acquisition Form must be completed by the property custodian at the time of acquisition and submitted to the Finance Department.

E. Property Identification

All property as described in Section B. shall be permanently marked by ~~the~~ ~~property~~ ~~custodian,~~ ~~if~~ ~~practicable~~, the Finance Department with property tags to show ownership by the City and the tag number assigned to the property item. Any property item whose value or utility would be significantly impaired by the attachment of a property tag is exempted from the requirement for physical marking, upon approval by the City Manager.

Property tags should be plainly visible and easily accessible. Tags should be placed on the front of equipment, which normally is not moved, such as computers and printers. On items that are regularly moved, such as generators and mowers, the tag should be placed as close to the serial number as possible or where it is least likely to come off from wear and tear.

F. Property Control System

The property control system shall include a control account showing the total cost or value of all property as described in Section B. and a separate property record for each property item.

Each property record shall, as applicable, include the following information:

a. Property control number
b. Description of the item or items
c. Physical location
d. Department/division
e. Name, Make or manufacturer
f. Year and/or Model
g. Manufacturer's serial number(s), if any, and if an automobile, vehicle identification number (VIN)
h. Date Acquired

i. Cost
j. Depreciation information
k. Funding source
l. Disposal date

Depreciation may be recorded to meet financial reporting requirements relating to depreciation accounting. However, depreciation must not be recorded on the individual property records or in the control account in such a manner as to reduce the recorded acquisition cost.

G. Physical Inventory Procedures

A complete physical inventory of all property as described in Section B. shall be conducted annually and whenever there is a change of custodian, as required by Florida Statutes. The physical inventory will be performed by the City's Finance Department with assistance from specific department personnel. Upon completion of the physical inventory, the Finance Department shall compare information noted to the property control system. Noted differences shall be researched and corrected as appropriate

Any property item found while conducting the physical inventory, which meets the property value threshold noted in Section B. that is **no**t included in the property control system should be added to the City's inventory. A Property Acquisition Form should be completed and submitted to the Finance Department. After appropriate research to establish the ownership of the item, it shall be added to the City's property records, if appropriate.

Any property item included in the property control system and **not** located during the physical inventory process shall be promptly reported to the property custodian. If an item is not located by the property custodian, a report shall be filed with the Police Department regarding the missing item. The ~~property custodian shall complete the Property Disposal Form~~ Finance Department shall submit all missing items ~~and submit~~ to the City Manager for approval by the City Council. Upon approval by the City Council, the property item shall be retired from the property control system.

H. Property Transfers

Property may be transferred between departments. The property custodian is responsible for the completion of the Property Transfer Form and submission to the ~~City Manager for approval~~ Finance Department.

Once the property item has been transferred, the transfer should be recorded in the property control system.

I. Property Disposition

All City-owned tangible personal property (including property not described in Section B.) that no longer serves the needs of the City may be requested by the property custodian to be declared surplus by the City Council. The property custodian should complete the Property Disposal Form and submit to the Purchasing Manager for approval by the City Council.

The Purchasing Manager is responsible for the disposition of property that has been declared surplus by the City Council. The Purchasing Manager shall have the authority to sell by auction or advertised bid, trade, donate to another governmental entity, destroy, or dispose of property declared surplus.

Once the property item has been disposed of, the Purchasing Manager shall submit the Property Disposal Form to the Finance Department. The property item will be retired from the property control system.

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Resolution No. 2015-13 and Budget Amendment

Requested Action
Move to approve Resolution 2015-13 and budget amendment.

Staff Report
The City and County entered into an Interlocal Agreement regarding a grant for the preservation of natural and historical resources on January 9, 2007, with the County providing $2,500,000.00 to the City in making a land purchase. April 2008, the City and County amended the Interlocal Agreement, with the County providing an additional $2,500,000.00 to the City in making additional land purchase adjacent to the Conservation Property. The property was formerly used by the City as a sprayfield for treated wastewater affluent. As part of the agreement, the City has agreed to transfer approximately 143 acres owned by the City to Lake County for Lake County's use as a public park. A small portion of the property to be included in the transfer to Lake County (approx. 38 acres) is subject to an EPA Assistance Lien from the original purchase of the property.

Additional Analysis

Fiscal Impact Summary
A budget amendment to the Sewer Fund in the amount of $145,750 is proposed.

Fiscal Impact	Fund Number and Description	Available Budget Amount
$145,750.00	42535-54900	$0.00

Exhibits Attached (copies of original agreements)

1.	Resolution	2015-13 Sprayfield.doc
2.	Quit Claim Deed - EPA to City	Quit Claim Deed- EPA to City.doc
3.	Quit Claim Deed-City to County	Quit Claim Deed- City to County.doc
4.	USEPA LETTER	Ltr. from USEPA - Assistance Agreement C-120503-03-0.pdf

CITY OF CLERMONT

RESOLUTION NO. 2015-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA APPROVING AND AUTHORIZING THE PAYMENT TO THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY (EPA) OF $145,750 IN ACCORDANCE WITH THE EPA ASSISTANCE AGREEMENT RELATED TO A PORTION OF THE CITY'S FORMER SPRAY FIELD AT THE CORNER OF CATHEDRAL LANE AND MAX HOOKS ROAD; AUTHORIZING THE ACCEPTANCE OF A QUIT CLAIM DEED FROM EPA IN EXCHANGE FOR PAYMENT AND AUTHORIZING THE MAYOR TO EXECUTE A QUIT CLAIM DEED TO LAKE COUNTY, FLORIDA FOR THE SUBJECT PROPERTY IN ACCORDANCE WITH THE TERMS OF THAT CERTAIN INTERLOCAL AGREEMENT DATED JANUARY 9, 2007 AS AMENDED BETWEEN THE CITY OF CLERMONT AND LAKE COUNTY FOR THE PRESERVATION OF NATURAL AND HISTORIC RESOURCES AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the payment of $145,750 to the United States Environmental Protection Agency (EPA) in accordance with and in satisfaction of an EPA lien on former spray filed property formerly owned by the City and acquired by the City with partial grant funds pursuant to EPA Assistance Agreement Number C-120503-03-0, Clean Air Act Title 11.

SECTION 2.

In exchange for the above-referenced payment, the City Council does hereby accept a quit claim deed from EPA, transferring all interest that EPA may have in the subject property to the City.

SECTION 3.

By previous act, the City Council approved the transfer of the subject property and related interest to Lake County Florida. In fulfillment of the terms and conditions of that certain Interlocal Agreement between the City and Lake County dated January 9, 2007 and as amended, the Mayor is authorized and directed to execute the Quit Claim Deed in favor of Lake County attached hereto as Exhibit 'A'.

SECTION 4.

This resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-13

DONE AND RESOLVED, by the City Council of the City of Clermont, Lake County, Florida this 24th day of March, 2015.

City of Clermont

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

APPROVED AS TO LEGALITY AND FORM:

_____
Daniel F. Mantzaris, City Attorney

This instrument prepared by and
after recording return to:

Daniel F. Mantzaris, City Attorney
c/o City Clerk
City of Clermont
685 West Montrose Street
Clermont, FL 34711

LAKE COUNTY PROPERTY APPRAISER
PARCEL I.D. NO.: 01-22-24-480000900001

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made effective the ___ day of _____ 2015 by **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**, an Agency of the Federal Government of the United States of America whose address is 61 Forsyth Street, 14th Floor, Atlanta, GA 30303 ("Grantor"), to **CITY OF CLERMONT, FLORIDA**, a Florida Municipal Corporation whose address is 685 West Montrose Street, Clermont, FL 34711 ("Grantee"):

> (Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described easement affecting that certain lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, to-wit:

> GROVELAND FARMS 28-22-25 BEG 275 FT N OF SE COR TRACT 9, RUN N TO NE COR TRACT 9, W TO NW COR TRACT 11, S 660 FT, E 645 FT, N 10 FT, E TO PT 196 FT W OF E LINE OF TRACT 9, NE'LY TO POB, TRACT 12 PB 2 PGS 10-11 ORB 4467 PG 1781 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
>
> ALTERNATE KEY NO.: 1029406

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity

and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

U.S. Environmental Protection Agency

_____
Signature
Print Name:_____

By:_____
Heather McTeer Toney
Regional Administrator

_____
Signature
Print Name:_____

STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Heather McTeer Toney, as the Regional Administrator of U.S. Environmental Protection Agency, who is ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp

_____
Signature of Notary
Print Name:_____
Title: Notary Public
Serial No. (if any)_____
Commission Expires:_____

This instrument prepared by and
after recording return to:

Daniel F. Mantzaris, City Attorney
c/o City Clerk
City of Clermont
685 West Montrose Street
Clermont, FL 34711

LAKE COUNTY PROPERTY APPRAISER
PARCEL I.D. NO.: 01-22-24-480000900001

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, made effective the ___ day of _____ 2015 by **CITY OF CLERMONT,** a Florida Municipal Corporation whose address is 685 West Montrose Street, Clermont, FL 34711 ("Grantor"), to **LAKE COUNTY FLORIDA,** a Political Subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, FL 32778 ("Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), in hand paid by Grantee, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described easement affecting that certain lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, to-wit:

GROVELAND FARMS 28-22-25 BEG 275 FT N OF SE COR TRACT 9, RUN N TO NE COR TRACT 9, W TO NW COR TRACT 11, S 660 FT, E 645 FT, N 10 FT, E TO PT 196 FT W OF E LINE OF TRACT 9, NE'LY TO POB, TRACT 12 PB 2 PGS 10-11 ORB 4467 PG 1781 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

ALTERNATE KEY NO.: 1029406

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity

and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee forever.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

City of Clermont, Florida

_____
Signature
Print Name:_____

By:_____
Mayor Gail Ash
As approved and authorized by Council
Resolution 2015- ___R

_____
Signature
Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2015 by Gail Ash, as the Mayor of the City of Clermont, who is ☐ is personally known to me or ☐ has produced _____ as identification.

Notary Stamp

_____
Signature of Notary
Print Name:_____
Title: Notary Public
Serial No. (if any)_____
Commission Expires:_____

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

FEB 26 2015

Mr. Daniel F. Mantzaris, Partner
de Beaubien, Knight, Simmons, Mantzaris & Neal, LLP
332 North Magnolia Avenue
PO Box 87
Orlando, Florida 32802

Subject: The City of Clermont, EPA Assistance Agreement Number C-120503-03-0

Dear Mr. Mantzaris:

This letter is a follow up to the email correspondence between Ms. Stacey Bouma, Chief, Grants and Infrastructure Section, (formally Ms. Natalie Ellington) Water Protection Division, Environmental Protection Agency (EPA) and Mr. James Kinzler, Director of Environmental Services, City of Clermont, regarding the final resolution of the property located at the northwest corner of Cathedral Lane and Max Hooks Road, in an unincorporated area of Lake County. The property has no specific address. The Lake County Property Appraiser has identified the property as Lake County Alternate Key Number 1029406, purchased under EPA Assistance Agreement Number C-120503-03-0, Clean Water Act, Title II, Construction Grant Program.

We have established that the City would reimburse EPA in accordance with the 55% Federal contribution towards the 1983 purchase of the subject property. Based on the average of the two independent appraisals, the fair market value is $265,000. The reimbursement share to EPA to be paid by the City would be $145,750 (55% of $265,000). The City should submit a check payable to EPA and mail it the following address:

US Environmental Protection Agency
Las Vegas Finance Center
PO Box 979087
St. Louis, MO 63197-9000

To complete this process, the City should prepare a quit claim deed for the signature of the Regional Administrator and mail to the address as indicated below:

Heather McTeer Toney
Regional Administrator
U.S. Environmental Protection Agency
Sam Nunn Atlanta Federal Center
Attention: Sharonita Johnson
61 Forsyth Street, 14th Floor
Atlanta, Georgia 30303

Upon signature of the Regional Administrator and clearance of the check, EPA will have the quit claim deed notarized and returned to you whereby EPA will relinquish its lien. EPA is committed to resolving this matter as soon as possible.

Should you have any questions, or need to discuss this further, please contact me at (404) 562-8420 or Ms. Sharonita Johnson at (404) 562-8311.

Sincerely,

Keva Lloyd

Keva Lloyd, Chief
Grants and Audit Management Section

cc: James Kinzler
Director of Environmental Services
City of Clermont

Stacey Bouma
Chief, Grants and Infrastructure Section
Water Protection Division

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015
Agenda Item Name
Resolution No. 2015-14
Requested Action
Move to approve Resolution No. 2015-14
Staff Report
The current Investment Policy has been in effect since 2006. Due to the length of time since the Policy was updated, staff requested our investment advisor, Public Financial Management Group to review the current policy and provide recommended changes. Attached is the proposed revised Policy and a summary of the proposed changes.
Additional Analysis
Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Resolution No. 2015-14	Resolution No. 2015-14 - Investment Policy.doc
2. Investment Policy	Investment Policy - 3-24-15.doc
3. Investment Policy Changes Summary	Investment Policy Changes Summary - 2-19-15.pdf

CITY OF CLERMONT

RESOLUTION NO. 2015-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AMENDING THE INVESTMENT POLICY FOR THE CITY OF CLERMONT; REPEALING ALL PRIOR RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Clermont deems it advisable and in the best interest of the City, that changes be made to the Investment Policy;

NOW, THEREFORE, BE IT RESOLVED, that the City of Clermont Investment Policy is hereby adopted as follows:

SECTION 1.

The City Council does hereby adopt the City of Clermont Investment Policy as set forth in Attachment A, attached hereto and incorporated herein. The City Council of the City of Clermont may amend the Investment Policy by Resolution when deemed necessary and in the best interest of the City of Clermont.

SECTION 2.

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

SECTION 3.

This Resolution shall take effect immediately upon its adoption.

CITY OF CLERMONT
RESOLUTION NO. 2015-14

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

Investment Policy

City of Clermont, Florida

03/24/2015

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ATTACHMENT A: Glossary of Cash and Investment Management Terms
ATTACHMENT B: Investment Pool/Fund Questionnaire

I. PURPOSE

The purpose of this Investment Policy (hereinafter "Policy") is to set forth the investment objectives and parameters for the management of the funds of the City of Clermont, Florida (hereinafter "City"). This Policy is designed to ensure the prudent management of public funds, the availability of operating and capital funds when needed, and an investment return competitive with comparable funds and financial market indices.

II. SCOPE

In accordance with Section 218.415, Florida Statutes, this Investment Policy applies to all cash and investments held or controlled by the City and shall be identified as "general operating funds" of the City with the exception of the City's Pension Funds and funds related to the issuance of debt where there are other existing policies or indentures in effect for such funds. Additionally, any future revenues, which have statutory investment requirements conflicting with this Policy and funds held by state agencies (e.g., Department of Revenue), are not subject to the provisions of this Policy.

III. INVESTMENT OBJECTIVES

Safety of Principal

The foremost objective of this investment program is the safety of the principal of those funds within the portfolios. Investment transactions shall seek to keep capital losses at a minimum, whether they are from securities defaults or erosion of market value. To attain this objective, diversification is required in order that potential losses on individual securities do not exceed the income generated from the remainder of the portfolio.

Maintenance of Liquidity

The portfolios shall be managed in such a manner that funds are available to meet reasonably anticipated cash flow requirements in an orderly manner. Periodic cash flow analyses will be completed in order to ensure that the portfolios are positioned to provide sufficient liquidity.

Return on Investment

Investment portfolios shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of least importance compared to the safety and liquidity objectives described above. However, return is attempted through active management where the Investment Advisor utilizes a total return strategy (which includes both realized and unrealized gains and losses in the portfolio). This total return strategy seeks to increase the value of the portfolio through reinvestment of income and capital gains. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Despite this, an Investment Advisor(s) may trade to recognize a loss from time to time to achieve a perceived relative value based on its potential to enhance the total return of the portfolio.

IV. DELEGATION OF AUTHORITY

In accordance with the City's Charter, the responsibility for providing oversight and direction in regard to the management of the investment program resides with the City Manager. Responsibility for the administration of the investment program is hereby delegated by the City Manager to the Finance Director, who shall maintain an Investment Procedures and Internal Controls Manual based on this Policy. The Finance Director shall be responsible for monitoring internal controls, administrative controls and to regulate the activities of the City's staff involved with the investment program. The City may employ an Investment Advisor to assist in managing some of the City's portfolios. Such Investment Advisor must be registered under the Investment Advisers Act of 1940.

V. STANDARDS OF PRUDENCE

The standard of prudence to be used by investment officials shall be the "Prudent Person" standard and shall be applied in the context of managing the overall investment program. Investment officers acting in accordance with written procedures and this investment Policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided deviations from expectation are reported to the City Council in a timely fashion and the liquidity and the sale of securities are carried out in accordance with the terms of this Policy. The "Prudent Person" rule states the following:

> Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived from the investment.

While the standard of prudence to be used by investment officials who are officers or employees is the "Prudent Person" standard, any person or firm hired or retained to invest, monitor, or advise concerning these assets (the "Investment Advisor") shall be held to the higher standard of "Prudent Expert". The standard shall be that in investing and reinvesting moneys and in acquiring, retaining, managing, and disposing of investments of these funds, the contractor shall exercise: the judgment, care, skill, prudence, and diligence under the circumstances then prevailing, which persons of prudence, discretion, and intelligence, acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims by diversifying the investments of the funds, so as to minimize the risk, considering the probable income as well as the probable safety of their capital.

VI. ETHICS AND CONFLICTS OF INTEREST

Employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Also, employees involved in the investment process shall disclose to the Investment Committee any material financial interests in financial institutions that conduct business with the City, and they shall further disclose any material personal financial/investment positions that could be related to the performance of the City's investment program.

VII. INTERNAL CONTROLS AND INVESTMENT PROCEDURES

The Finance Director shall establish a system of internal controls and operational procedures that are in writing and made a part of the City's operational procedures. The internal controls should be designed to

prevent losses of funds, which might arise from fraud, employee error, and misrepresentation by third parties, or imprudent actions by employees. The written procedures should include reference to safekeeping, repurchase agreements, separation of transaction authority from accounting and record keeping, wire transfer agreements, banking service contracts, collateral/depository agreements, and "delivery vs. payment" procedures. No person may engage in an investment transaction except as authorized under the terms of this Policy.

Independent auditors as a normal part of the annual financial audit to the City shall conduct a review of the system of internal controls to ensure compliance with policies and procedures.

VIII. CONTINUING EDUCATION

The Finance Director, management designee and/or appropriate staff shall annually complete 8 hours of continuing education in subjects or courses of study related to investment practices and products.

IX. AUTHORIZED INVESTMENT INSTITUTIONS AND DEALERS

Authorized City staff shall only purchase securities from financial institutions, which are Qualified Institutions by the City or institutions designated as "primary dealers" by the Federal Reserve Bank of New York.

The City's Investment Advisor(s) shall utilize and maintain its own list of approved primary and non-primary securities dealers.

Authorized City staff and Investment Advisor(s) shall only enter into repurchase agreements with financial institutions that are Qualified Institutions and "primary dealers" as designated by the Federal Reserve Bank of New York.

The Authorized City staff shall maintain a list of financial institutions and broker/dealers that are approved for investment purposes and only firms meeting the following requirements will be eligible to serve as Qualified Institutions:

1) regional dealers that qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule);
2) Capital of no less than $10,000,000;
3) registered as a dealer under the Securities Exchange Act of 1934;
4) member of the National Association of Dealers (NASD);
5) registered to sell securities in Florida; and
6) the firm and assigned broker have been engaged in the business of effecting transactions in U.S. government and agency obligations for at least five (5) consecutive years.

All brokers, dealers and other financial institutions deemed to be Qualified Institutions shall be provided with current copies of the City's Investment Policy. A current audited financial statement is required to be on file for each financial institution and broker/dealer with which the City transacts business.

X. MATURITY AND LIQUIDITY REQUIREMENTS

To the extent possible, an attempt will be made to match investment maturities with known cash needs and anticipated cash flow requirements. Investments of current operating funds shall have maturities of no longer than twenty-four (24) months from settlement.

Investments of non-operating funds ("core funds") shall have a term appropriate to the need for funds, but in no event shall exceed five and a half (5.5) years from settlement and the effective duration of the funds as a whole may not exceed three (3) years.

The maturities of the underlying securities of a repurchase agreement will follow the requirements of the Master Repurchase Agreement.

XI. RISK AND DIVERSIFICATION

Assets held shall be diversified to control risks resulting from over concentration of assets in a specific maturity, issuer, instruments, dealer, or bank through which these instruments are bought and sold. The City shall determine diversification strategies within the established guidelines.

XII. MASTER REPURCHASE AGREEMENT

The City will require all approved institutions and dealers transacting repurchase agreements to execute and perform as stated in the Securities Industry and Financial Markets Association (SIFMA) Master Repurchase Agreement. All repurchase agreement transactions will adhere to requirements of the SIFMA Master Repurchase Agreement.

XIII. COMPETITIVE SELECTION OF INVESTMENT INSTRUMENTS

After the Finance Director, management designee or the Investment Advisor has determined the approximate maturity date based on cash flow needs and market conditions and has analyzed and selected one or more optimal types of investments, a minimum of three (3) Qualified Institutions and/or Primary Dealers must be contacted and asked to provide bids/offers on securities in questions. Bids will be held in confidence until the bid deemed to best meet the investment objectives is determined and selected.

However, if obtaining bids/offers are not feasible and appropriate, securities may be purchased utilizing the comparison to current market price method on an exception basis. Acceptable current market price providers include, but are not limited to:

A. Tradeweb

B. Bloomberg Information Systems

C. Wall Street Journal or a comparable nationally recognized financial publication providing daily market pricing

D. Daily market pricing provided by the City's custodian or their correspondent institutions

The Finance Director or the Investment Advisor shall utilize the competitive bid process to select the securities to be purchased or sold. Selection by comparison to a current market price, as indicated above, shall only be utilized when, in judgment of the Finance Director or the Investment Advisor, competitive bidding would inhibit the selection process.
Examples the City of when this method may be used include:

A. When time constraints due to unusual circumstances preclude the use of the competitive bidding process

B. When no active market exists for the issue being traded due to the age or depth of the issue

C. When a security is unique to a single dealer, for example, a private placement

D. When the transaction involves new issues or issues in the "when issued" market

Overnight sweep investments or repurchase agreements will not be bid, but may be placed with the City's depository bank relating to the demand account for which the sweep investments or repurchase agreement was purchased.

XIV. AUTHORIZED INVESTMENTS AND PORTFOLIO COMPOSITION

Investments should be made subject to the cash flow needs and such cash flows are subject to revisions as market conditions and the City's needs change. However, when the invested funds are needed in whole or in part for the purpose originally intended or for more optimal investments, the Finance Director or management designee may sell the investment at the then-prevailing market price and place the proceeds into the proper account at the City's custodian.

The following are the investment requirements and allocation limits on security types, issuers, and maturities as established by the City. The Finance Director or management designee shall have the option to further restrict investment percentages from time to time based on market conditions, risk and diversification investment strategies. The percentage allocations requirements for investment types and issuers are calculated based on the original cost of each investment, at the time of purchase. Investments not listed in this Policy are prohibited.

The allocation limits and security types do not apply to the investment of debt proceeds. These investments shall be governed by the debt covenant included in the debt instrument.

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity
U.S. Treasury	100%	100%	N/A	5.50 Years (5.50 year avg. life[4] for GNMA)
GNMA		40%		
Other U.S. Government Guaranteed (e.g. AID, GTC)		10%		
Federal Agency/GSE: FNMA, FHLMC, FHLB, FFCB	75%	40%[4]	N/A	5.50 Years
Federal Agency/GSE other than those above		10%		
Supranationals where U.S. is a shareholder and voting member	25%	10%	Highest ST or Highest LT Rating Categories (A-1/P-1, AAA-/Aaa3, or equivalent)	5.50 Years
Corporates	35%[2]	5%[3]	Highest ST or Three Highest LT Rating Categories (A-1/P-1, A-/A3 or equivalent)	5.50 Years
Municipals	25%	5%	Highest ST or Three Highest LT Rating Categories (SP-1/MIG 1, A-/A3, or equivalent)	5.50 Years
Agency Mortgage-Backed Securities (MBS)	25%	40%[4]	N/A	5.50 Years Avg. Life[5]
Asset-Backed Securities (ABS)	25%	5%	Highest ST or LT Rating (A-1+/P-1, AAA/Aaa, or equivalent)	5.50 Years Avg. Life[5]
Non-Negotiable Certificate of Deposit and Savings Accounts	50%	25%	None, if fully collateralized.	1 Year
Commercial Paper (CP)	35%[2]	5%[3]	Highest ST Rating Category (A-1/P-1, or equivalent)	270 Days
Bankers' Acceptances (BAs)	10%[2]	5%[3]	Highest ST Rating Category (A-1/P-1, or equivalent)	180 Days
Repurchase Agreements (Repo or RP)	40%	20%	Counterparty (or if the counterparty is not rated by an NRSRO, then the counterparty's parent) must be rated in the Highest ST Rating Category (A-1/P-1, or equivalent) If the counterparty is a Federal Reserve Bank, no rating is required	1 Year
Money Market Funds (MMFs)	50%	25%	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A
Fixed-Income Mutual Funds& ETFs	20%	10%	N/A	N/A
Intergovernmental Pools (LGIPs)	50%	25%	Highest Fund Quality and Volatility Rating Categories by all NRSROs, if rated (AAAm/AAAf, S1, or equivalent)	N/A

Sector	Sector Maximum (%)	Per Issuer Maximum (%)	Minimum Ratings Requirement[1]	Maximum Maturity
Florida Local Government Surplus Funds Trust Funds ("Florida Prime")	25%	N/A	Highest Fund Rating by all NRSROs who rate the fund (AAAm/Aaa-mf, or equivalent)	N/A

Notes:

[1] Rating by at least one Nationally Recognized Statistical Ratings Organization ("NRSRO"). ST=Short-term; LT=Long-term.

[2] Maximum allocation to all corporate and bank credit instruments is 50% combined.

[3] Maximum across all permitted investment sectors (excluding Treasuries, U.S. Federal Agencies, Agency MBS, Non-Negotiable CD's, Savings Accounts, Repos, Money Market Funds, Mutual Funds, LGIPs, and Florida Prime) is 5% combined per issuer.

[4] Maximum exposure to any one Federal agency, including the combined holdings of Agency debt and Agency MBS, is 40%.

[5] The maturity limit for MBS and ABS is based on the expected average life at time of purchase, measured using Bloomberg or other industry standard methods.

* Federal National Mortgage Association (FNMA); Federal Home Loan Mortgage Corporation (FHLMC); Federal Home Loan Bank or its District banks (FHLB); Federal Farm Credit Bank (FFCB).

1. **U.S. Treasury & Government Guaranteed -** U.S. Treasury obligations, and obligations the principal and interest of which are backed or guaranteed by the full faith and credit of the U.S. Government.

2. **Federal Agency/GSE -** Debt obligations, participations or other instruments issued or fully guaranteed by any U.S. Federal agency, instrumentality or government-sponsored enterprise (GSE).

3. **Supranationals –** U.S. dollar denominated debt obligations of a multilateral organization of governments where U.S. is a shareholder and voting member.

4. **Corporates –** U.S. dollar denominated corporate notes, bonds or other debt obligations issued or guaranteed by a domestic corporation, financial institution, non-profit, or other entity.

5. **Municipals –** Obligations, including both taxable and tax-exempt, issued or guaranteed by any State, territory or possession of the United States, political subdivision, public corporation, authority, agency board, instrumentality or other unit of local government of any State or territory.

6. **Agency Mortgage Backed Securities -** Mortgage-backed securities (MBS), backed by residential, multi-family or commercial mortgages, that are issued or fully guaranteed as to principal and interest by a U.S. Federal agency or government sponsored enterprise, including but not limited to pass-throughs, collateralized mortgage obligations (CMOs) and REMICs.

7. **Asset-Backed Securities -** Asset-backed securities (ABS) whose underlying collateral consists of loans, leases or receivables, including but not limited to auto loans/leases, credit card receivables, student loans, equipment loans/leases, or home-equity loans.

8. **Non-Negotiable Certificate of Deposit and Savings Accounts -** Non-negotiable interest bearing time certificates of deposit, or savings accounts in banks organized under the laws of this state or in national banks organized under the laws of the United States and doing business in this state, provided that any such deposits are secured by the Florida Security for Public Deposits Act, Chapter 280, Florida Statutes.

9. **Commercial Paper –** U.S. dollar denominated commercial paper issued or guaranteed by a domestic corporation, company, financial institution, trust or other entity, including both unsecured debt and asset-backed programs.

10. **Bankers' Acceptances -** Bankers' acceptances issued, drawn on, or guaranteed by a U.S. bank or U.S. branch of a foreign bank.

11. **Repurchase Agreements -** Repurchase agreements (Repo or RP) that meet the following requirements:
    a. Must be governed by a written SIFMA Master Repurchase Agreement which specifies securities eligible for purchase and resale, and which provides the unconditional right to liquidate the underlying securities should the Counterparty default or fail to provide full timely repayment.
    b. Counterparty must be a Federal Reserve Bank, a Primary Dealer as designated by the Federal Reserve Bank of New York, or a nationally chartered commercial bank.
    c. Securities underlying repurchase agreements must be delivered to a third party custodian under a written custodial agreement and may be of deliverable or tri-party form. Securities must be held in the Authority's custodial account or in a separate account in the name of the Authority.
    d. Acceptable underlying securities include only securities that are direct obligations of, or that are fully guaranteed by, the United States or any agency of the United States, or U.S. Agency-backed mortgage related securities.
    e. Underlying securities must have an aggregate current market value of at least 102% (or 100% if the counterparty is a Federal Reserve Bank) of the purchase price plus current accrued price differential at the close of each business day.
    f. Final term of the agreement must be 1 year or less.

12. **Money Market Funds -** Shares in open-end and no-load money market mutual funds, provided such funds are registered under the Investment Company Act of 1940 and operate in accordance with Rule 2a-7.

    A thorough investigation of any money market fund is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

13. **Fixed-Income Mutual Funds and ETFs -** Shares in open-end and no-load fixed-income mutual funds or exchange-traded funds (ETFs) whose underlying investments would be permitted for purchase under this policy and all its restrictions.

14. **Local Government Investment Pools –** State, local government or privately-sponsored investment pools that are authorized pursuant to state law.

    A thorough investigation of any intergovernmental investment pool is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus must be obtained.

15. **The Florida Local Government Surplus Funds Trust Funds ("Florida Prime")** A thorough investigation of the Florida Prime is required prior to investing, and on an annual basis. Attachment B is a questionnaire that contains a list of questions, to be answered prior to investing, that cover the major aspects of any investment pool/fund. A current prospectus or portfolio report must be obtained.

General Investment and Portfolio Limits

1. General investment limitations:
    a. Investments must be denominated in U.S. dollars and issued for legal sale in U.S. markets.
    b. Minimum ratings are based on the highest rating by any one Nationally Recognized Statistical Ratings Organization ("NRSRO"), unless otherwise specified.
    c. All limits and rating requirements apply at time of purchase.
    d. Should a security fall below the minimum credit rating requirement for purchase, the Investment Advisor will notify the Director of Accounting.
    e. The maximum maturity (or average life for MBS/ABS) of any investment is 5.50 years. Maturity and average life are measured from settlement date. The final maturity date can be based on any mandatory call, put, pre-refunding date, or other mandatory redemption date.
2. General portfolio limitations:
    a. The maximum effective duration of the aggregate portfolio is 3 years.
3. Investment in the following are permitted, provided they meet all other policy requirements:
    a. Callable, step-up callable, called, pre-refunded, putable, and extendable securities, as long as the effective final maturity meets the maturity limits for the sector
    b. Variable-rate and floating-rate securities
    c. Subordinated, secured and covered debt, if it meets the ratings requirements for the sector
    d. Zero coupon issues and strips, excluding agency mortgage-backed Interest-only structures (I/Os)
    e. Treasury TIPS
4. The following are **NOT PERMITTED** investments, unless specifically authorized by statute and with prior approval of the governing body**:**
    a. Trading for speculation
    b. Derivatives
    c. Mortgage-backed interest-only structures (I/Os)
    d. Inverse or leveraged floating-rate and variable-rate instruments
    e. Currency, equity, index and event-linked notes (e.g. range notes), or other structures that could return less than par at maturity
    f. Private placements and direct loans, except as may be legally permitted by Rule 144A or commercial paper issued under a 4(2) exemption from registration
    g. Convertible, high yield, and non-U.S. dollar denominated debt
    h. Short sales
    i. Use of leverage
    j. Futures and options
    k. Mutual funds, other than fixed-income mutual funds and ETFs, and money market funds
    l. Equities, commodities, currencies and hard assets

XV. DERIVATIVES AND REVERSE REPURCHASE AGREEMENTS

Investment in any derivative products or the use of reverse repurchase agreements requires specifically prohibited by this investment policy. Any investment specifically authorized in Section XIII "Authorized Investments and Portfolio Composition" should not be construed to conflict with this prohibition. A "derivative" is defined as a financial instrument the value of which depends on, or is derived from, the value of one or more underlying assets or indices or asset values.

XVI. PERFORMANCE MEASUREMENTS

In order to assist in the evaluation of the portfolios' performance, the City will use performance benchmarks for short-term and long-term portfolios. The use of benchmarks will allow the City to measure its returns against other investors in the same markets.

A. Investment performance of funds designated as short-term funds and other funds that must maintain a high degree of liquidity will be compared to the return on the S&P Rated GIP Index Government 30 Day Gross of Fees Yield.

B. Investment performance of funds designated as core funds and other non-operating funds that have a longer-term investment horizon will be compared to the Merrill Lynch 1-3 Year Treasury/Agency Index and the portfolio's total rate of return will be compared to this benchmark. . The appropriate index will have a duration and asset mix that approximates the portfolios and will be utilized as a benchmark to be compared to the portfolios' total rate of return.

The Performance Index is intended to measure the City's investment performance in comparison to a corresponding portfolio with a similar structure and composition, and shall periodically be reviewed by the Finance Director to determine the applicability of the indices, employ new performance measurements or to make changes as needed.

XVII. REPORTING

The Finance Director and/or Investment Advisor shall provide the City Manager with a "Quarterly Investment Report" that summarizes but not limited to the following:

A. A listing of individual securities held at the end of the reporting period;

B. Percentage of available funds represented by each investment type;

C. Coupon, discount rate or earnings rate;

D. Average life or duration and final maturity of all investments;

E. Par value and market value;

On an annual basis, the Finance Director shall submit to the City Council a written report on all invested funds. The annual report shall provide all, but not limited to, the following: a complete list of all invested funds, name or type of security in which the funds are invested, the amount invested, the maturity date, earned income, the book value, the market value, the yield on each investment.

The annual report will show performance on both a book value and total rate of return basis and will compare the results to the above-stated performance benchmarks. All investments shall be reported at fair value per GASB Statement 31. Investment reports shall be available to the public.

XVIII. THIRD-PARTY CUSTODIAL AGREEMENTS

Securities, with the exception of certificates of deposits, shall be held with a third party custodian; and all securities purchase by, and all collateral obtained by the City should be properly designated as an asset of

the City. The securities must be held in an account separate and apart from the assets of the financial institution. A third party custodian is defined as any bank depository chartered by the Federal Government, the State of Florida, or any other state or territory of the United States which has a branch or principal place of business in the State of Florida, or by a national association organized and existing under the laws of the United States which is authorized to accept and execute trusts and which is doing business in the State of Florida. Certificates of deposits will be placed in the provider's safekeeping department for the term of the deposit.

The custodian shall accept transaction instructions only from those persons who have been duly authorized by the City Manager and which authorization has been provided, in writing, to the custodian. No withdrawal of securities, in whole or in part, shall be made from safekeeping, shall be permitted unless by such a duly authorized person.

The custodian shall provide the Finance Director or management designee with safekeeping statements that provide detail information on the securities held by the custodian. On a monthly basis, the custodian will also provide reports that list all securities held for the City, the book value of holdings and the market value as of month-end.

Security transactions between a broker/dealer and the custodian involving the purchase or sale of securities by transfer of money or securities must be made on a "delivery vs. payment" basis, if applicable, to ensure that the custodian will have the security or money, as appropriate, in hand at the conclusion of the transaction. Securities held as collateral shall be held free and clear of any liens.

XIX. EXEMPTIONS

Any investment(s) held prior to the effective date of this investment policy that does not meet the requirements of the investment policy shall be exempted. At maturity or liquidation, such investment(s) shall then be reinvested as provided by this policy.

XX. INVESTMENT POLICY ADOPTION

The Investment Policy shall be adopted by City Council. The Finance Director shall review the Policy annually and City Council shall approve any modification made thereto.

Attachment A
Glossary of Cash and Investment Management Terms

The following is a glossary of key investing terms, many of which appear in the City of Clermont's investment policy. This glossary clarifies the meaning of investment terms generally used in cash and investment

management. This glossary has been adapted from the GFOA Sample Investment Policy and the Association of Public Treasurers of the United States and Canada's Model Investment Policy.

Accrued Interest. Interest earned but which has not yet been paid or received.

Agency. See "Federal Agency Securities."

Ask Price. Price at which a broker/dealer offers to sell a security to an investor. Also known as "offered price."

Asset Backed Securities (ABS). A fixed-income security backed by notes or receivables against assets other than real estate. Generally issued by special purpose companies that "own" the assets and issue the ABS. Examples include securities backed by auto loans, credit card receivables, home equity loans, manufactured housing loans, farm equipment loans, and aircraft leases.

Average Life. The average length of time that an issue of serial bonds and/or term bonds with a mandatory sinking fund feature is expected to be outstanding.

Bankers' Acceptance (BA's). A draft or bill of exchange drawn upon and accepted by a bank. Frequently used to finance shipping of international goods. Used as a short-term credit instrument, bankers' acceptances are traded at a discount from face value as a money market instrument in the secondary market on the basis of the credit quality of the guaranteeing bank.

Basis Point. One hundredth of one percent, or 0.01%. Thus 1% equals 100 basis points.

Bearer Security. A security whose ownership is determined by the holder of the physical security. Typically, there is no registration on the issuer's books. Title to bearer securities is transferred by delivery of the physical security or certificate. Also known as "physical securities."

Benchmark Bills: In November 1999, FNMA introduced its Benchmark Bills program, a short-term debt securities issuance program to supplement its existing discount note program. The program includes a schedule of larger, weekly issues in three- and six-month maturities and biweekly issues in one-year for Benchmark Bills. Each issue is brought to market via a Dutch (single price) auction. FNMA conducts a weekly auction for each Benchmark Bill maturity and accepts both competitive and non-competitive bids through a web based auction system. This program is in addition to the variety of other discount note maturities, with rates posted on a daily basis, which FNMA offers. FNMA's Benchmark Bills are unsecured general obligations that are issued in book-entry form through the Federal Reserve Banks. There are no periodic payments of interest on Benchmark Bills, which are sold at a discount from the principal amount and payable at par at maturity. Issues under the Benchmark program constitute the same credit standing as other FNMA discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Benchmark Notes/Bonds: Benchmark Notes and Bonds are a series of FNMA "bullet" maturities (non-callable) issued according to a pre-announced calendar. Under its Benchmark Notes/Bonds program, 2, 3, 5, 10, and 30-year maturities are issued each quarter. Each Benchmark Notes new issue has a minimum size of $4 billion, 30-year new issues having a minimum size of $1 billion, with re-openings based on investor demand to further enhance liquidity. The amount of non-callable issuance has allowed FNMA to build a yield curve in Benchmark Notes and Bonds in maturities ranging from 2 to 30 years. The liquidity emanating from these large size issues has facilitated favorable financing opportunities through the development of a liquid overnight and term repo market. Issues under the Benchmark program constitute the same credit standing as other FNMA issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Benchmark. A market index used as a comparative basis for measuring the performance of an investment portfolio. A performance benchmark should represent a close correlation to investment guidelines, risk tolerance, and duration of the actual portfolio's investments.

Bid Price. Price at which a broker/dealer offers to purchase a security from an investor.

Bond. Financial obligation for which the issuer promises to pay the bondholder (the purchaser or owner of the bond) a specified stream of future cash-flows, including periodic interest payments and a principal repayment.

Book Entry Securities. Securities that are recorded in a customer's account electronically through one of the financial markets electronic delivery and custody systems, such as the Fed Securities wire, DTC, and PTC

(as opposed to bearer or physical securities). The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. The vast majority of securities are now book entry securities.

Book Value. The value at which a debt security is reflected on the holder's records at any point in time. Book value is also called "amortized cost" as it represents the original cost of an investment adjusted for amortization of premium or accretion of discount. Also called "carrying value." Book value can vary over time as an investment approaches maturity and differs from "market value" in that it is not affected by changes in market interest rates.

Broker/Dealer. A person or firm transacting securities business with customers. A "broker" acts as an agent between buyers and sellers, and receives a commission for these services. A "dealer" buys and sells financial assets from its own portfolio. A dealer takes risk by owning inventory of securities, whereas a broker merely matches up buyers and sellers. See also "Primary Dealer."

Bullet Notes/Bonds. Notes or bonds that have a single maturity date and are non-callable.

Call Date. Date at which a call option may be or is exercised.

Call Option. The right, but not the obligation, of an issuer of a security to redeem a security at a specified value and at a specified date or dates prior to its stated maturity date. Most fixed-income calls are a par, but can be at any previously established price. Securities issued with a call provision typically carry a higher yield than similar securities issued without a call feature. There are three primary types of call options (1) European - one-time calls, (2) Bermudan - periodically on a predetermined schedule (quarterly, semi-annual, annual), and (3) American - continuously callable at any time on or after the call date. There is usually a notice period of at least 5 business days prior to a call date.

Callable Bonds/Notes. Securities which contain an imbedded call option giving the issuer the right to redeem the securities prior to maturity at a predetermined price and time.

Certificate of Deposit (CD). Bank obligation issued by a financial institution generally offering a fixed rate of return (coupon) for a specified period of time (maturity). Can be as long as 10 years to maturity, but most CDs purchased by public agencies are one year and under.

Collateral. Investment securities or other property that a borrower pledges to secure repayment of a loan, secure deposits of public monies, or provide security for a repurchase agreement.

Collateralization. Process by which a borrower pledges securities, property, or other deposits for securing the repayment of a loan and/or security.

Collateralized Mortgage Obligation (CMO). A security that pools together mortgages and separates them into short, medium, and long-term positions (called tranches). Tranches are set up to pay different rates of interest depending upon their maturity. Interest payments are usually paid monthly. In "plain vanilla" CMOs, principal is not paid on a tranche until all shorter tranches have been paid off. This system provides interest and principal in a more predictable manner. A single pool of mortgages can be carved up into numerous tranches each with its own payment and risk characteristics.

Commercial Paper. Short term unsecured promissory note issued by a company or financial institution. Issued at a discount and matures for par or face value. Usually a maximum maturity of 270 days and given a short-term debt rating by one or more NRSROs.

Convexity. A measure of a bond's price sensitivity to changing interest rates. A high convexity indicates greater sensitivity of a bond's price to interest rate changes.

Corporate Note. A debt instrument issued by a corporation with a maturity of greater than one year and less than ten years.

Counterparty. The other party in a two party financial transaction. "Counterparty risk" refers to the risk that the other party to a transaction will fail in its related obligations. For example, the bank or broker/dealer in a repurchase agreement.

Coupon Rate. Annual rate of interest on a debt security, expressed as a percentage of the bond's face value.

Current Yield. Annual rate of return on a bond based on its price. Calculated as (coupon rate / price), but does not accurately reflect a bond's true yield level.

Custody. Safekeeping services offered by a bank, financial institution, or trust company, referred to as the "custodian." Service normally includes the holding and reporting of the customer's securities, the collection and disbursement of income, securities settlement, and market values.

Dealer. A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his/her own account.

Delivery Versus Payment (DVP). Settlement procedure in which securities are delivered versus payment of cash, but only after cash has been received. Most security transactions, including those through the Fed Securities Wire system and DTC, are done DVP as a protection for both the buyer and seller of securities.

Depository Trust Company (DTC). A firm through which members can use a computer to arrange for securities to be delivered to other members without physical delivery of certificates. A member of the Federal Reserve System and owned mostly by the New York Stock Exchange, the Depository Trust Company uses computerized debit and credit entries. Most corporate securities, commercial paper, CDs, and BAs clear through DTC.

Derivatives. (1) Financial instruments whose return profile is linked to, or derived from, the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities, or commodities). For hedging purposes, common derivatives are options, futures, interest rate swaps, and swaptions. All Collateralized Mortgage Obligations (CMOs) are derivatives.

Derivative Security. Financial instrument created from, or whose value depends upon, one or more underlying assets or indexes of asset values.

Designated Bond. FFCB's regularly issued, liquid, non-callable securities that generally have a 2 or 3 year original maturity. New issues of Designated Bonds are $1 billion or larger. Re-openings of existing Designated Bond issues are generally a minimum of $100 million. Designated Bonds are offered through a syndicate of two to six dealers. Twice each month the Funding Corporation announces its intention to issue a new Designated Bond, reopen an existing issue, or to not issue or reopen a Designated Bond. Issues under the Designated Bond program constitute the same credit standing as other FFCB issues; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Discount Notes. Unsecured general obligations issued by Federal Agencies at a discount. Discount notes mature at par and can range in maturity from overnight to one year. Very large primary (new issue) and secondary markets exist.

Discount Rate. Rate charged by the system of Federal Reserve Banks on overnight loans to member banks. Changes to this rate are administered by the Federal Reserve and closely mirror changes to the "fed funds rate."

Discount Securities. Non-interest bearing money market instruments that are issued at discount and redeemed at maturity for full face value. Examples include: U.S. Treasury Bills, Federal Agency Discount Notes, Bankers' Acceptances, and Commercial Paper.

Discount. The amount by which a bond or other financial instrument sells below its face value. See also "Premium."

Diversification. Dividing investment funds among a variety of security types, maturities, industries, and issuers offering potentially independent returns.

Dollar Price. A bond's cost expressed as a percentage of its face value. For example, a bond quoted at a dollar price of 95 ½, would have a principal cost of $955 per $1,000 of face value.

Duff & Phelps. One of several NRSROs that provide credit ratings on corporate and bank debt issues.

Duration. The weighted average maturity of a security's or portfolio's cash-flows, where the present values of the cash-flows serve as the weights. The greater the duration of a security/portfolio, the greater its percentage price volatility with respect to changes in interest rates. Used as a measure of risk and a key tool for managing a portfolio versus a benchmark and for hedging risk. There are also different kinds of duration used for different purposes (e.g. Macaulay Duration, Modified Duration).

Fannie Mae. See "Federal National Mortgage Association."

Fed Money Wire. A computerized communications system that connects the Federal Reserve System with its member banks, certain U. S. Treasury offices, and the Washington D.C. office of the Commodity Credit Corporation. The Fed Money Wire is the book entry system used to transfer cash balances between banks for themselves and for customer accounts.

Fed Securities Wire. A computerized communications system that facilitates book entry transfer of securities between banks, brokers and customer accounts, used primarily for settlement of U.S. Treasury and Federal Agency securities.

Fed. See "Federal Reserve System."

Federal Agency Security. A debt instrument issued by one of the Federal Agencies. Federal Agencies are considered second in credit quality and liquidity only to U.S. Treasuries.

Federal Agency. Government sponsored/owned entity created by the U.S. Congress, generally for the purpose of acting as a financial intermediary by borrowing in the marketplace and directing proceeds to specific areas of the economy considered to otherwise have restricted access to credit markets. The largest Federal Agencies are GNMA, FNMA, FHLMC, FHLB, FFCB, SLMA, and TVA.

Federal Deposit Insurance Corporation (FDIC). Federal agency that insures deposits at commercial banks, currently to a limit of $250,000 per depositor per bank.

Federal Farm Credit Bank (FFCB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system that is a network of cooperatively-owned lending institutions that provides credit services to farmers, agricultural cooperatives and rural utilities. The FFCBs act as financial intermediaries that borrow money in the capital markets and use the proceeds to make loans and provide other assistance to farmers and farm-affiliated businesses. Consists of the consolidated operations of the Banks for Cooperatives, Federal Intermediate Credit Banks, and Federal Land Banks. Frequent issuer of discount notes, agency notes and callable agency

securities. FFCB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and agricultural industry. Also issues notes under its “designated note” program.

Federal Funds (Fed Funds). Funds placed in Federal Reserve Banks by depository institutions in excess of current reserve requirements, and frequently loaned or borrowed on an overnight basis between depository institutions.

Federal Funds Rate (Fed Funds Rate). The interest rate charged by a depository institution lending Federal Funds to another depository institution. The Federal Reserve influences this rate by establishing a "target" Fed Funds rate associated with the Fed's management of monetary policy.

Federal Home Loan Bank System (FHLB). One of the large Federal Agencies. A government sponsored enterprise (GSE) system, consisting of wholesale banks (currently twelve district banks) owned by their member banks, which provides correspondent banking services and credit to various financial institutions, financed by the issuance of securities. The principal purpose of the FHLB is to add liquidity to the mortgage markets. Although FHLB does not directly fund mortgages, it provides a stable supply of credit to thrift institutions that make new mortgage loans. FHLB debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes and callable agency securities. Also issues notes under its “global note” and “TAP” programs.

Federal Home Loan Mortgage Corporation (FHLMC or "Freddie Mac"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides stability and assistance to the secondary market for home mortgages by purchasing first mortgages and participation interests financed by the sale of debt and guaranteed mortgage backed securities. FHLMC debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities, and MBS. Also issues notes under its “reference note” program.

Federal National Mortgage Association (FNMA or "Fannie Mae"). One of the large Federal Agencies. A government sponsored public corporation (GSE) that provides liquidity to the residential mortgage market by purchasing mortgage loans from lenders, financed by the issuance of debt securities and MBS (pools of mortgages packaged together as a security). FNMA debt is not an obligation of, nor is it guaranteed by the U.S. government, although it is considered to have minimal credit risk due to its importance to the U.S. financial system and housing market. Frequent issuer of discount notes, agency notes, callable agency securities and MBS. Also issues notes under its “benchmark note” program.

Federal Reserve Bank. One of the 12 distinct banks of the Federal Reserve System.

Federal Reserve System (the Fed). The independent central bank system of the United States that establishes and conducts the nation's monetary policy. This is accomplished in three major ways: (1) raising or lowering bank reserve requirements, (2) raising or lowering the target Fed Funds Rate and Discount Rate, and (3) in open market operations by buying and selling government securities. The Federal Reserve System is made up of twelve Federal Reserve District Banks, their branches, and many national and state banks throughout the nation. It is headed by the seven member Board of Governors known as the “Federal Reserve Board” and headed by its Chairman.

Financial Industry Regulatory Authority, Inc. (FINRA). A private corporation that acts as a self-regulatory organization (SRO). FINRA is the successor to the National Association of Securities Dealers, Inc. (NASD). Though sometimes mistaken for a government agency, it is a non-governmental organization that performs financial regulation of member brokerage firms and exchange markets. The government also has a regulatory arm for investments, the Securities and Exchange Commission (SEC).

Fiscal Agent/Paying Agent. A bank or trust company that acts, under a trust agreement with a corporation or municipality, in the capacity of general treasurer. The agent performs such duties as making coupon payments, paying rents, redeeming bonds, and handling taxes relating to the issuance of bonds.

Fitch Investors Service, Inc. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Floating Rate Security (FRN or "floater"). A bond with an interest rate that is adjusted according to changes in an interest rate or index. Differs from variable-rate debt in that the changes to the rate take place immediately when the index changes, rather than on a predetermined schedule. See also "Variable Rate Security."

Freddie Mac. See "Federal Home Loan Mortgage Corporation."

Ginnie Mae. See "Government National Mortgage Association."

Global Notes: Notes designed to qualify for immediate trading in both the domestic U.S. capital market and in foreign markets around the globe. Usually large issues that are sold to investors worldwide and therefore have excellent liquidity. Despite their global sales, global notes sold in the U.S. are typically denominated in U.S. dollars.

Government National Mortgage Association (GNMA or "Ginnie Mae"). One of the large Federal Agencies. Government-owned Federal Agency that acquires, packages, and resells mortgages and mortgage purchase commitments in the form of mortgage-backed securities. Largest issuer of mortgage pass-through securities. GNMA debt is guaranteed by the full faith and credit of the U.S. government (one of the few agencies that are actually full faith and credit of the U.S. government).

Government Securities. An obligation of the U.S. government, backed by the full faith and credit of the government. These securities are regarded as the highest quality of investment securities available in the U.S. securities market. See "Treasury Bills, Notes, Bonds, and SLGS."

Government Sponsored Enterprise (GSE). Privately owned entity subject to federal regulation and supervision, created by the U.S. Congress to reduce the cost of capital for certain borrowing sectors of the economy such as students, farmers, and homeowners. GSEs carry the implicit backing of the U.S. government, but they are not direct obligations of the U.S. government. For this reason, these securities will offer a yield premium over U.S. Treasuries. Examples of GSEs include: FHLB, FHLMC, FNMA, and SLMA.

Government Sponsored Enterprise Security. A security issued by a Government Sponsored Enterprise. Considered Federal Agency Securities.

Index. A compilation of statistical data that tracks changes in the economy or in financial markets.

Interest-Only (IO) STRIP. A security based solely on the interest payments from the bond. After the principal has been repaid, interest payments stop and the value of the security falls to nothing. Therefore, IOs are considered risky investments. Usually associated with mortgage-backed securities.

Internal Controls. An internal control structure ensures that the assets of the entity are protected from loss, theft, or misuse. The internal control structure is designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that 1) the cost of a control should not exceed the benefits likely to be derived and 2) the valuation of costs and benefits requires estimates and judgments by management. Internal controls should address the following points:

1. **Control of collusion** - Collusion is a situation where two or more employees are working in conjunction to defraud their employer.

2. **Separation of transaction authority from accounting and record keeping** - A separation of duties is achieved by separating the person who authorizes or performs the transaction from the people who record or otherwise account for the transaction.

3. **Custodial safekeeping** - Securities purchased from any bank or dealer including appropriate collateral (as defined by state law) shall be placed with an independent third party for custodial safekeeping.

4. **Avoidance of physical delivery securities** - Book-entry securities are much easier to transfer and account for since actual delivery of a document never takes place. Delivered securities must be properly safeguarded against loss or destruction. The potential for fraud and loss increases with physically delivered securities.

5. **Clear delegation of authority to subordinate staff members** - Subordinate staff members must have a clear understanding of their authority and responsibilities to avoid improper actions. Clear delegation of authority also preserves the internal control structure that is contingent on the various staff positions and their respective responsibilities.

6. **Written confirmation of transactions for investments and wire transfers** - Due to the potential for error and improprieties arising from telephone and electronic transactions, all transactions should be supported by written communications and approved by the appropriate person. Written communications may be via fax if on letterhead and if the safekeeping institution has a list of authorized signatures.

7. **Development of a wire transfer agreement with the lead bank and third-party custodian** - The designated official should ensure that an agreement will be entered into and will address the following points: controls, security provisions, and responsibilities of each party making and receiving wire transfers.

Inverse Floater. A floating rate security structured in such a way that it reacts inversely to the direction of interest rates. Considered risky as their value moves in the opposite direction of normal fixed-income investments and whose interest rate can fall to zero.

Investment Advisor. A company that provides professional advice managing portfolios, investment recommendations, and/or research in exchange for a management fee.

Investment Adviser Act of 1940. Federal legislation that sets the standards by which investment companies, such as mutual funds, are regulated in the areas of advertising, promotion, performance reporting requirements, and securities valuations.

Investment Grade. Bonds considered suitable for preservation of invested capital, including bonds rated a minimum of Baa3 by Moody's, BBB- by Standard & Poor's, or BBB- by Fitch. Although "BBB" rated bonds are considered investment grade, most public agencies cannot invest in securities rated below "A."

Liquidity. Relative ease of converting an asset into cash without significant loss of value. Also, a relative measure of cash and near-cash items in a portfolio of assets. Additionally, it is a term describing the marketability of a money market security correlating to the narrowness of the spread between the bid and ask prices.

Local Government Investment Pool (LGIP). An investment by local governments in which their money is pooled as a method for managing local funds, (e.g., Florida State Board of Administration's Florida Prime Fund).

Long-Term Core Investment Program. Funds that are not needed within a one-year period.

Market Value. The fair market value of a security or commodity. The price at which a willing buyer and seller would pay for a security.

Mark-to-market. Adjusting the value of an asset to its market value, reflecting in the process unrealized gains or losses.

Master Repurchase Agreement. A widely accepted standard agreement form published by the Securities Industry and Financial Markets Association (SIFMA) that is used to govern and document Repurchase Agreements and protect the interest of parties in a repo transaction.

Maturity Date. Date on which principal payment of a financial obligation is to be paid.

Medium Term Notes (MTN's). Used frequently to refer to corporate notes of medium maturity (5-years and under). Technically, any debt security issued by a corporate or depository institution with a maturity from 1 to 10 years and issued under an MTN shelf registration. Usually issued in smaller issues with varying coupons and maturities, and underwritten by a variety of broker/dealers (as opposed to large corporate deals issued and underwritten all at once in large size and with a fixed coupon and maturity).

Money Market. The market in which short-term debt instruments (bills, commercial paper, bankers' acceptance, etc.) are issued and traded.

Money Market Mutual Fund (MMF). A type of mutual fund that invests solely in money market instruments, such as: U.S. Treasury bills, commercial paper, bankers' acceptances, and repurchase agreements. Money market mutual funds are registered with the SEC under the Investment Company Act of 1940 and are subject to "rule 2a-7" which significantly limits average maturity and credit quality of holdings. MMF's are managed to maintain a stable net asset value (NAV) of $1.00. Many MMFs carry ratings by a NRSRO.

Moody's Investors Service. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

Mortgage Backed Securities (MBS). Mortgage-backed securities represent an ownership interest in a pool of mortgage loans made by financial institutions, such as savings and loans, commercial banks, or mortgage companies, to finance the borrower's purchase of a home or other real estate. The majority of MBS are issued and/or guaranteed by GNMA, FNMA, and FHLMC. There are a variety of MBS structures with varying levels of risk and complexity. All MBS have reinvestment risk as actual principal and interest payments are dependent on the payment of the underlying mortgages which can be prepaid by mortgage holders to refinance and lower rates or simply because the underlying property was sold.

Mortgage Pass-Through Securities. A pool of residential mortgage loans with the monthly interest and principal distributed to investors on a pro-rata basis. The largest issuer is GNMA.

Municipal Note/Bond. A debt instrument issued by a state or local government unit or public agency.The vast majority of municipals are exempt from state and federal income tax, although some non-qualified issues are taxable.

Mutual Fund. Portfolio of securities professionally managed by a registered investment company that issues shares to investors. Many different types of mutual funds exist (e.g., bond, equity, and money market funds); all except money market funds operate on a variable net asset value (NAV).

Negotiable Certificate of Deposit (Negotiable CD). Large denomination CDs ($100,000 and larger) that are issued in bearer form and can be traded in the secondary market.

Net Asset Value. The market value of one share of an investment company, such as a mutual fund. This figure is calculated by totaling a fund's assets including securities, cash, and any accrued earnings, then subtracting the total assets from the fund's liabilities, and dividing this total by the number of shares outstanding. This is calculated once a day based on the closing price for each security in the fund's portfolio. (See below.)

[(Total assets) - (Liabilities)]/(Number of shares outstanding)

NRSRO. A "Nationally Recognized Statistical Rating Organization" (NRSRO) is a designated rating organization that the SEC has deemed a strong national presence in the U.S. NRSROs provide credit ratings on corporate and bank debt issues. Only ratings of a NRSRO may be used for the regulatory purposes of rating. Includes Moody's, S&P, Fitch, and Duff & Phelps.

Offered Price. See also "Ask Price."

Open Market Operations. A Federal Reserve monetary policy tactic entailing the purchase or sale of government securities in the open market by the Federal Reserve System from and to primary dealers in order to influence the money supply, credit conditions, and interest rates.

Par Value. The face value, stated value, or maturity value of a security.

Physical Delivery. Delivery of readily available underlying assets at contract maturity.

Portfolio. Collection of securities and investments held by an investor.

Premium. The amount by which a bond or other financial instrument sells above its face value. See also "Discount."

Primary Dealer. A designation given to certain government securities dealer by the Federal Reserve Bank of New York. Primary dealers can buy and sell government securities directly with the Fed. Primary dealers also submit daily reports of market activity and security positions held to the Fed and are subject to its informal oversight. Primary dealers are the largest buyers and sellers by volume in the U.S. Treasury securities market.

Prime Paper. Commercial paper of high quality. Highest rated paper is A-1+/A-1 by S&P and P-1 by Moody's.

Principal. Face value of a financial instrument on which interest accrues. May be less than par value if some principal has been repaid or retired. For a transaction, principal is par value times price and includes any premium or discount.

Prudent Expert Rule. Standard that requires that a fiduciary manage a portfolio with the care, skill, prudence, and diligence, under the circumstances then prevailing, that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. This statement differs from the "prudent person" rule in that familiarity with such matters suggests a higher standard than simple prudence.

Prudent Investor Standard. Standard that requires that when investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. More stringent than the "prudent person" standard as it implies a level of knowledge commensurate with the responsibility at hand.

Qualified Public Depository - Per Subsection 280.02(26), F.S., "qualified public depository" means any bank, savings bank, or savings association that:

1. Is organized and exists under the laws of the United States, the laws of this state or any other state or territory of the United States.

2. Has its principal place of business in this state or has a branch office in this state which is authorized under the laws of this state or of the United States to receive deposits in this state.

3. Has deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. ss.1811 et seq.

4. Has procedures and practices for accurate identification, classification, reporting, and collateralization of public deposits.

5. Meets all requirements of Chapter 280, F.S.

6. Has been designated by the Chief Financial Officer as a qualified public depository.

Range Note. A type of structured note that accrues interest daily at a set coupon rate that is tied to an index. Most range notes have two coupon levels; a higher accrual rate for the period the index is within a designated range, the lower accrual rate for the period that the index falls outside the designated range. This lower rate may be zero and may result in zero earnings.

Rate of Return. Amount of income received from an investment, expressed as a percentage of the amount invested.

Realized Gains (Losses). The difference between the sale price of an investment and its book value. Gains/losses are "realized" when the security is actually sold, as compared to "unrealized" gains/losses which are based on current market value. See "Unrealized Gains (Losses)."

Reference Bills: FHLMC's short-term debt program created to supplement its existing discount note program by offering issues from one month through one year, auctioned on a weekly or on an alternating four-week basis (depending upon maturity) offered in sizeable volumes ($1 billion and up) on a cycle of regular, standardized issuance. Globally sponsored and distributed, Reference Bill issues are intended to encourage active trading and market-making and facilitate the development of a term repo market. The program was designed to offer predictable supply, pricing transparency, and liquidity, thereby providing alternatives to U.S. Treasury bills. FHLMC's Reference Bills are unsecured general corporate obligations. This program supplements the corporation's existing discount note program. Issues under the Reference program constitute the same credit standing as other FHLMC discount notes; they simply add organization and liquidity to the short-term Agency discount note market.

Reference Notes: FHLMC's intermediate-term debt program with issuances of 2, 3, 5, 10, and 30-year maturities. Initial issuances range from $2 - $6 billion with re-openings ranging $1 - $4 billion.

The notes are high-quality bullet structures securities that pay interest semiannually. Issues under the Reference program constitute the same credit standing as other FHLMC notes; they simply add organization and liquidity to the intermediate- and long-term Agency market.

Repurchase Agreement (Repo). A short-term investment vehicle where an investor agrees to buy securities from a counterparty and simultaneously agrees to resell the securities back to the counterparty at an agreed upon time and for an agreed upon price. The difference between the purchase price and the sale price represents interest earned on the agreement. In effect, it represents a collateralized loan to the investor, where the securities are the collateral. Can be DVP, where securities are delivered to the investor's custodial bank, or "tri-party" where the securities are delivered to a third party intermediary. Any type of security can be used as "collateral," but only some types provide the investor with special bankruptcy protection under the law. Repos should be undertaken only when an appropriate Securities Industry and Financial Markets Association (SIFMA) approved master repurchase agreement is in place.

Reverse Repurchase Agreement (Reverse Repo). A repo from the point of view of the original seller of securities. Used by dealers to finance their inventory of securities by essentially borrowing at short-term rates. Can also be used to leverage a portfolio and in this sense, can be considered risky if used improperly.

Safekeeping. Service offered for a fee, usually by financial institutions, for the holding of securities and other valuables. Safekeeping is a component of custody services.

Secondary Market. Markets for the purchase and sale of any previously issued financial instrument.

Securities Industry and Financial Markets Association (SIFMA). The bond market trade association representing the largest securities markets in the world. In addition to publishing a Master Repurchase Agreement, widely accepted as the industry standard document for Repurchase Agreements, the SIFMA also recommends bond market closures and early closes due to holidays.

Securities Lending. An arrangement between and investor and a custody bank that allows the custody bank to "loan" the investors investment holdings, reinvest the proceeds in permitted investments, and shares any profits with the investor. Should be governed by a securities lending agreement. Can increase the risk of a portfolio in that the investor takes on the default risk on the reinvestment at the discretion of the custodian.

Sinking Fund. A separate accumulation of cash or investments (including earnings on investments) in a fund in accordance with the terms of a trust agreement or indenture, funded by periodic deposits by the issuer (or other entity responsible for debt service), for the purpose of assuring timely availability of moneys for payment of debt service. Usually used in connection with term bonds.

Spread. The difference between the price of a security and similar maturity U.S. Treasury investments, expressed in percentage terms or basis points. A spread can also be the absolute difference in yield between two securities. The securities can be in different markets or within the same securities market between different credits, sectors, or other relevant factors.

Standard & Poor's. One of several NRSROs that provide credit ratings on corporate and municipal debt issues.

STRIPS (Separate Trading of Registered Interest and Principal of Securities). Acronym applied to U.S. Treasury securities that have had their coupons and principal repayments separated into individual zero-coupon Treasury securities. The same technique and "strips" description can be applied to non-Treasury securities (e.g., FNMA strips).

Structured Notes. Notes that have imbedded into their structure options such as step-up coupons or derivative-based returns.

Supranational. Supranational organizations are international financial institutions that are generally established by agreements among nations, with member nations contributing capital and participating in management. These agreements provide for limited immunity from the laws of member countries. Bonds issued by these institutions are part of the broader class of Supranational, Sovereign, and Non-U.S. Agency (SSA) sector bonds. Supranational bonds finance economic and infrastructure development and support environmental protection, poverty reduction, and renewable energy around the globe. For example, the World Bank, International Finance Corporation (IFC), and African Development Bank (AfDB) have "green bond" programs specifically designed for energy resource conservation and management. Supranational bonds, which are issued by multi-national organizations that transcend national boundaries. Examples include the World Bank, African Development Bank, and European Investment Bank.

Swap. Trading one asset for another.

TAP Notes: Federal Agency notes issued under the FHLB TAP program. Launched in 6/99 as a refinement to the FHLB bullet bond auction process. In a break from the FHLB's traditional practice of bringing numerous small issues to market with similar maturities, the TAP Issue Program uses the four most common maturities and reopens them up regularly through a competitive auction. These maturities (2, 3, 5, and 10 year) will remain open for the calendar quarter, after which they will be closed and a new series of TAP issues will be opened to replace them. This reduces the number of separate bullet bonds issued, but generates enhanced awareness and liquidity in the marketplace through increased issue size and secondary market volume.

Tennessee Valley Authority (TVA). One of the large Federal Agencies. A wholly owned corporation of the United States government that was established in 1933 to develop the resources of the Tennessee Valley region in order to strengthen the regional and national economy and the national defense. Power operations are separated from non-power operations. TVA securities represent obligations of TVA, payable solely from TVA's net power proceeds, and are neither obligations of nor guaranteed by the United States. TVA is currently authorized to issue debt up to $30 billion. Under this authorization, TVA may also obtain advances from the U.S. Treasury of up to $150 million. Frequent issuer of discount notes, agency notes, and callable agency securities.

Total Return. Investment performance measured over a period of time that includes coupon interest, interest on interest, and both realized and unrealized gains or losses. Total return includes, therefore, any market value appreciation/depreciation on investments held at period end.

Treasuries. Collective term used to describe debt instruments backed by the U.S. government and issued through the U.S. Department of the Treasury. Includes Treasury bills, Treasury notes, and Treasury bonds. Also a benchmark term used as a basis by which the yields of non-Treasury securities are compared (e.g., "trading at 50 basis points over Treasuries").

Treasury Bills (T-Bills). Short-term direct obligations of the United States government issued with an original term of one year or less. Treasury bills are sold at a discount from face value and do not pay interest before maturity. The difference between the purchase price of the bill and the maturity value is the interest earned on the bill. Currently, the U.S. Treasury issues 4-week, 13-week, and 26-week T-Bills.

Treasury Bonds. Long-term interest-bearing debt securities backed by the U.S. government and issued with maturities of ten years and longer by the U.S. Department of the Treasury.

Treasury Notes. Intermediate interest-bearing debt securities backed by the U.S. government and issued with maturities ranging from one to ten years by the U.S. Department of the Treasury. The Treasury currently issues 2-year, 3-year, 5-year, and 10-year Treasury Notes.

Trustee. A bank designated by an issuer of securities as the custodian of funds and official representative of bondholders. Trustees are appointed to insure compliance with the bond documents and to represent bondholders in enforcing their contract with the issuer.

Uniform Net Capital Rule. SEC Rule 15c3-1 that outlines the minimum net capital ratio (ratio of indebtedness to net liquid capital) of member firms and non-member broker/dealers.

Unrealized Gains (Losses). The difference between the market value of an investment and its book value. Gains/losses are “realized” when the security is actually sold, as compared to “unrealized” gains/losses which are based on current market value. See also “Realized Gains (Losses).”

Variable-Rate Security. A bond that bears interest at a rate that varies over time based on a specified schedule of adjustment (e.g., daily, weekly, monthly, semi-annually, or annually). See also “Floating Rate Note.”

Weighted Average Maturity (or just “Average Maturity”). The average maturity of all securities and investments of a portfolio, determined by multiplying the par or principal value of each security or investment by its maturity (days or years), summing the products, and dividing the sum by the total principal value of the portfolio. A simple measure of risk of a fixed-income portfolio.

Weighted Average Maturity to Call. The average maturity of all securities and investments of a portfolio, adjusted to substitute the first call date per security for maturity date for those securities with call provisions.

Yield Curve. A graphic depiction of yields on like securities in relation to remaining maturities spread over a time line. The traditional yield curve depicts yields on U.S. Treasuries, although yield curves exist for Federal Agencies and various credit quality corporates as well. Yield curves can be positively sloped (normal) where

longer-term investments have higher yields, or “inverted” (uncommon) where longer-term investments have lower yields than shorter ones.

Yield to Call (YTC). Same as “Yield to Maturity,” except the return is measured to the first call date rather than the maturity date. Yield to call can be significantly higher or lower than a security’s yield to maturity.

Yield to Maturity (YTM). Calculated return on an investment, assuming all cash-flows from the security are reinvested at the same original yield. Can be higher or lower than the coupon rate depending on market rates and whether the security was purchased at a premium or discount. There are different conventions for calculating YTM for various types of securities.

Yield. There are numerous methods of yield determination. In this glossary, see also "Current Yield,” "Yield Curve," "Yield to Call," and "Yield to Maturity."

Attachment B
Investment Pool/Fund Questionnaire

1. A description of eligible investment securities, and a written statement of investment policy and objectives.

2. A description of interest calculations and how it is distributed, and how gains and losses are treated.

3. A description of how the securities are safeguarded (including the settlement processes), and how often the securities are priced and the program audited.

4. A description of who may invest in the program, how often, what size deposit and withdrawal are allowed.

5. A schedule for receiving statements and portfolio listings.

6. Are reserves, retained earnings, etc. utilized by the pool/fund?

7. A fee schedule, and when and how is it assessed.

8. Is the pool/fund eligible for bond proceeds and/or will it accept such proceeds?

City of Clermont, Florida

Investment Policy Changes

February 19, 2015

The PFM Group
Financial & Investment Advisors

Investment Advisors

Steven Alexander, CTP, CGFO, CPPT, Managing Director
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Investment Policy Updates to Reflect Changing Market Environment

Policy Document Recommendations

- General updates to reflect industry changes (new regulators, trade platforms, etc.)
- Updated investment objectives to more accurately reflect the active management strategy
- Added the Risk and Diversification, Master Repurchase Agreement, and Exemptions sections
- Updated sections related to Authorized Institutions
- Short-term benchmark updated to industry best practice
- *Maximum government and credit sectors maturities increased to 5.5 years*
- Minimum rating for corporates and municipals set to A category (instead of AA)
- Added AAA-rated Supranational Agency and ABS sectors for diversification and yield
- Updated a Glossary of Terms
- Maximum allocations should be updated to reflect current market *(see next page)*

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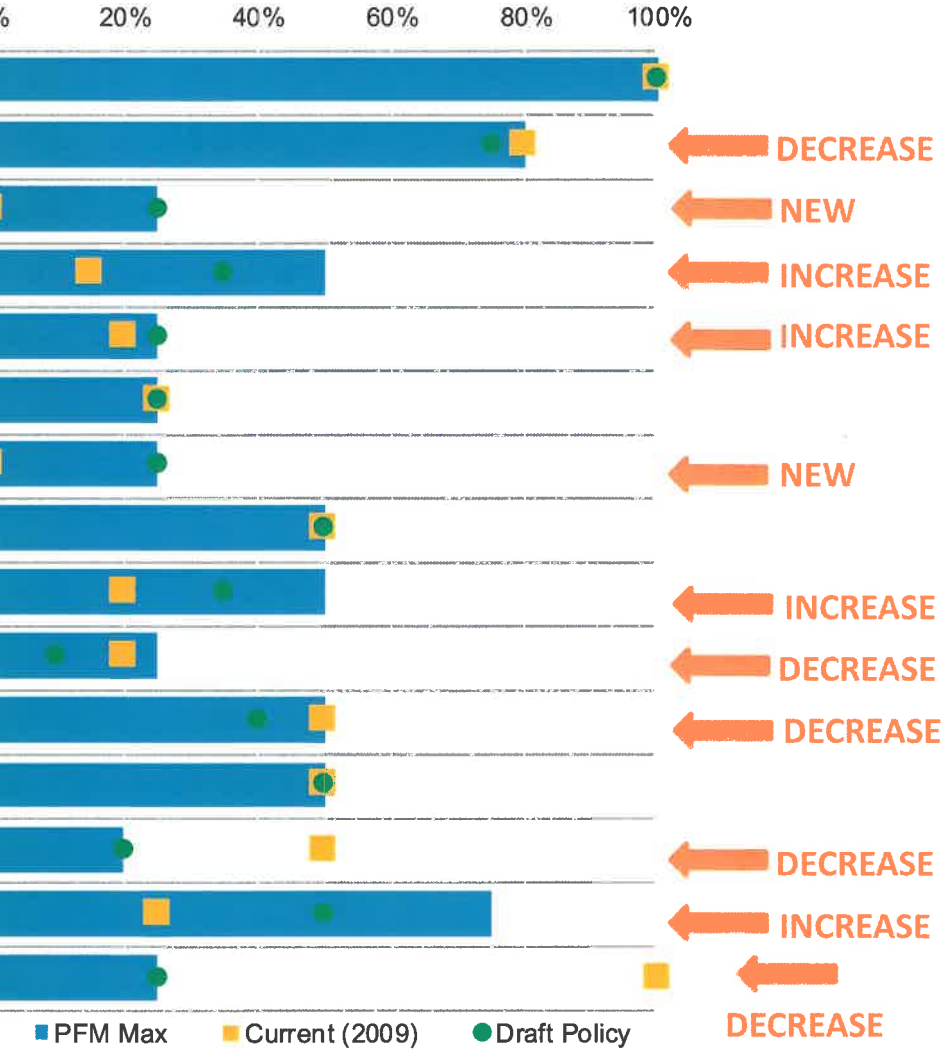
Investment Policy Updates to Reflect Changing Market Environment (Continued)

Sector	PFM Max	Current (2009)	Draft Policy	
US Treasury	100%	100%	100%	
Federal Agency[1]	80%	80%	75%	DECREASE
Supranational	25%	0%	25%	NEW
Corporate[2]	50%	15%	35%	INCREASE
Municipal	25%	20%	25%	INCREASE
Agency Mortgage-Backed Security (MBS)	25%	25%	25%	
Asset-Backed Securities (ABS)	25%	0%	25%	NEW
Certificates of Deposit	50%	50%	50%	
Commercial Paper[2]	50%	20%	35%	INCREASE
Bankers' Acceptances	25%	20%	10%	DECREASE
Repurchase Agreement	50%	50%	40%	DECREASE
Money Market Fund	50%	50%	50%	
Fixed Income Mutual Fund / ETF	20%	50%	20%	DECREASE
LGIPs	75%	25%	50%	INCREASE
Florida PRIME (SBA)	25%	100%	25%	DECREASE



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CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-07; *Final* Intergovernmental Coordination Element

Requested Action
Move to approve Ordinance 2015-07.

Staff Report
This administrative request is to adopt changes to the Intergovernmental Coordination Element of the Comprehensive Plan that reference the recently adopted Interlocal Service Boundary Agreement (ISBA) between the City and Lake County. The ISBA was approved by the City Council on June 10, 2014. Lake County approved the ISBA on December 2, 2014. This proposed amendment was reviewed by the City Council on January 13, 2015 and approved for transmittal to the Florida Department of Economic Opportunity and the reviewing agencies. The ISBA addresses lands that may be annexed, water and sewer service delivery, maintenance of right-of-way, land development regulations, solid waste, sharing of equipment and resources, and fire and rescue services. Since the ISBA is an intergovernmental agreement between the City and Lake County, it must be referenced in the City's comprehensive plan. An Objections, Recommendations and Comments letter is due from the state on or about March 14, 2015. The City is not anticipating objections and has scheduled the final public hearing for March 24. At the Planning & Zoning Commission meeting August 5, 2014, Commissioner Judy Proli moved to recommend approval of the transmittal of the amendment to the Intergovernmental Coordination Element; seconded by Commissioner Bernadette Dubuss. The vote was unanimous to recommend approval of the transmittal. Staff recommends approval of the amendment to the Intergovernmental Coordination Element.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	CPA Ord. 2015-07.doc

2.	Exhibit A - Intergovernmental Coordination Element	ICE Amendment adoption Mar 2015.docx
3.	Minutes	ICE minutes.pdf
4.	Legal ad	Legal ad 3-2015,.doc

CITY OF CLERMONT

ORDINANCE No. 2015-07

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

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

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

WHEREAS, the Planning and Zoning Commission, acting as the Local Planning Agency, held a public hearing August 5, 2014 and made recommendations to the City Council for amendments to the plan; and

WHEREAS, the City Council of the City of Clermont held public hearings March 10, 2015 and March 24, 2015 on the proposed amendments to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

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

Section 2.

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

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. 2015-07

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT
COMPREHENSIVE PLAN

CHAPTER XII
INTERGOVERNMENTAL COORDINATION ELEMENT

Adopted June 23, 2009
Amended March 24, 2015

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CHAPTER XII
INTERGOVERNMENTAL COORDINATION

GOAL 1: To establish viable mechanisms among the pertinent governmental, public and private entities to ensure awareness and coordination of all development activities, and to provide effective and efficient utilization of all available resources to ultimately enhance the quality of life for present and future populations.

Objective 1.1: Coordinate Comprehensive Plan. The City of Clermont shall coordinate comprehensive planning activities with Lake County, the cities of Minneola and Groveland, the Town of Montverde and the East Central Florida Regional Planning Council (ECFRPC).

Policy 1.1.1: When considering comprehensive plan amendments the City shall review the Lake County, Minneola, Montverde and Groveland comprehensive plans, as applicable.

Policy 1.1.2: The City shall review and compare municipal and Lake County land development regulations applicable to respective adjacent lands for compatibility and for conflict with growth management goals, objectives and policies.

Policy 1.1.3: The City shall participate in the ECFRPC's Strategic Regional Policy Plan review and update process as mandated by state statute.

Objective 1.2: Impacts of Development. The City shall ensure that the impacts of development proposed in the City's comprehensive plan are coordinated with adjacent municipalities, Lake County, the Lake County School Board, the ECFRPC's Strategic Regional Policy Plan, the Lake-Sumter Metropolitan Planning Organization (MPO), and the state.

Policy 1.2.1: The City shall notify Lake County and adjacent municipalities as part of the development review process when impacts of a development may impact those jurisdictions.

Policy 1.2.2: The City shall coordinate with the ECFRPC and other applicable governmental agencies when developments requiring Chapter 380, Florida Statutes review are within the City's jurisdiction.

Policy 1.2.3: The City shall coordinate transportation planning activities with the Florida Department of Transportation (FDOT), ECFRPC, Lake-Sumter MPO, Lake County and the adjacent municipalities to protect and preserve necessary future rights-of-way.

Policy 1.2.4: The City shall coordinate planning activities with the FDOT, the Florida Department of Agriculture, the ECFRPC, the Lake-Sumter MPO and Lake County to establish mechanisms for delineation and adoption of corridor roadway systems in and around the City of Clermont.

Objective 1.3: Coordinate Level of Service (LOS) Standards. The City shall implement formal and informal process, memorandums of agreement and coordination mechanisms that establish appropriate level of service standards, consistency and compatibility between the City's adopted comprehensive plan and the mandated plans and legislated activities of federal, state and regional governments or agencies empowered with jurisdictional and quasi-jurisdictional authority and/or service facility provision and maintenance responsibility.

Policy 1.3.1: The City shall coordinate with the Lake-Sumter MPO, Lake County and the FDOT to establish concurrency management mechanisms that will provide consistent LOS standards to be maintained on major roadways in and around the City of Clermont.

Policy 1.3.2: The City will coordinate adopted solid waste LOS standards with Lake County.

Policy 1.3.3: The City shall coordinate with St. Johns River Water Management District (SJRWMD), Florida Department of Environmental Protection (FDEP), Federal Emergency Management Agency (FEMA) and other appropriate state and federal agencies that have jurisdictional authority or responsibility in the City to ensure water quality, stormwater drainage and flood control measures are addressed consistent with impacts of development.

Policy 1.3.4: The City in conjunction with Lake County, SJRWMD, FDEP and other affected federal, state and local entities shall designate respective personnel to investigate and formulate planning strategies for potential placement and implementation of regional wastewater treatment facilities.

Policy 1.3.5: The City shall coordinate necessary activities with the plans, programs and administered legislative actions of FDEP and Lake County to implement proper operation, storage and disposal of both solid and hazardous waste.

Policy 1.3.6: The City shall coordinate appropriate activities with the FDEP, SJRWMD (including consistency with the District's ERP and CUP rules), Lake County Water Authority and Lake County to effectively manage the preservation and protection of surface and ground water quality and quantity, and aquifer recharge areas.

Policy 1.3.7: The City shall ensure that natural resources occurring in, or affecting more than one governmental jurisdiction, are effectively managed to preserve, protect, and enhance natural systems, wildlife, fisheries and habitat. This includes ensuring its stormwater management, aquifer recharge and reuse water policies and projects are consistent with the goals of the SJRWMD Lake Apopka Surface Water Improvement and Management (SWIM) Plan and the Upper Ocklawaha River Basin SWIM Plan to protect oro enhance water quality and natural systems.

Policy 1.3.8: The City shall coordinate with existing resource protection plans of other government agencies and entities including the FDEP, SJRWMD, Lake County and the Lake County Water Authority, as well as with nonprofit environmental organizations to appropriately conserve and manage natural areas and open space.

Policy 1.3.9: The City shall participate in the development of updates to the SJRWMD's Water Supply Assessment and District Water Supply Plan and in other water supply development-related initiatives facilitated by SJRWMD that affect the City.

Objective 1.4: Conflict Resolution. The City will provide for informal or formal conflict resolution mechanisms when necessary to deal with issues of intergovernmental coordination.

Policy 1.4.1: The City shall utilize the informal mediation process provided by the ECFRPC for resolving conflicts with other local governments when applicable.

Policy 1.4.2: The City shall provide for joint meetings of the City Council and the Lake County Board of County Commissioners to resolve issues relating to intergovernmental coordination.

Objective 1.5: Coordinate Growth Management Issues. The City shall coordinate growth management issues transcending jurisdictional areas through cooperative communications with Lake County and neighboring municipalities at the staff and elected official levels by presenting the City of Clermont's concerns through documented transmittals, scheduled meetings, attendance at Lake County and adjacent cities' public hearings, joint ad hoc technical coordination committees, execution of interlocal agreements if applicable and, where relevant, less formal communications within one year of the adoption of this element.

Policy 1.5.1: The City shall coordinate growth management activities with Lake County to pursue appropriate, compatible land management for areas adjacent to the City, including enclaves, to avoid conflict created by possible placement of incompatible land uses and to establish compatibility between City, county and the adjacent cities' growth management efforts.

Policy 1.5.2: The City shall engage in mutual discussion with Lake County, the Town of Montverde, and the cities of Minneola and Groveland to establish an annexation policy to direct an orderly and timely process of annexing unincorporated lands adjacent to the City.

Policy 1.5.3: The City shall develop mutually agreeable land use designations for unincorporated areas within the confines of any service area or delineated annexation zone. The emphasis shall be on compatibility with both the City and adjacent governments' comprehensive plan future land use elements.

Policy 1.5.4: The City shall focus commercial development along state roads to commercial nodes in the incorporated areas where there are central services, and shall designate lands in unincorporated areas adjacent to municipalities to lower residential densities, and less intensive land uses than permitted in the City or designated service areas.

Policy 1.5.5: The City shall amend the existing interlocal agreement for the presently designated Joint Planning Area to adequately address mutual issues, logistics, responsibilities for managing future growth and legal requirements necessary to validate any such agreement. The City shall participate with Lake County to amend the current interlocal agreement, as needed, to address the following issues:

- Expansion of the county's technical review committee to include representatives from the City of Clermont on issues concerning any development of land or land use action within any agreed upon Joint Planning Area;
- Determination of land use authority for land within any agreed-upon Joint Planning Area; and
- Identification of applicable level of service criteria for any agreed-upon Joint Planning Area

Policy 1.5.6: The City shall coordinate with Lake County through the adopted Interlocal Service Boundary Agreement (ISBA), formally adopted December 2, 2014, which addresses lands that may be annexed, water and sewer service delivery, maintenance of right-of-way,

land development regulations, solid waste, sharing of equipment and resources, and fire and rescue services. (Adopted Mar.. 24, 2015; Ord. 2015-07)

Policy 1.5.7: The City shall establish joint processes for the siting of facilities with county-wide significance, including locally unwanted land uses, such as solid waste disposal facilities.

Objective 1.6: Housing and Recreational Facilities. The City shall provide appropriate mechanisms to coordinate information and programs for the provision of housing and recreational facilities.

Policy 1.6.1: The City shall solicit recommendations and assistance from various public agencies and quasi-public organizations such as the Florida Department of State, Division of Historic Resources, the Florida Department of Community Affairs (DCA), Farmers Home Administration, HUD, Florida Department of Children & Families, Lake County Housing Authority and South Lake Chamber of Commerce to assist in program funding, identification of structures and areas to be preserved for historical purposes, and identification of potential areas to be recommended for future community revitalization type actions.

Policy 1.6.2: The City shall continue both formal and informal communication with appropriate state and regional agencies, such as the DCA and the ECFRPC, to sustain availability of information on specific programs, projects, and legislation pertinent to local governments and to provide technical assistance for potential grants and Development of Regional Impact (DRI) reviews.

Policy 1.6.3: The City shall continue to coordinate with officials of the Lake County School Board to ensure provision and availability of necessary infrastructure and utilities consistent with location and construction of new educational facilities and/or improvements to existing facilities.

Policy 1.6.4: The City shall engage in efforts with Lake County and the Lake County School Board for procurement, operation and maintenance of parks and recreation facilities.

Policy 1.6.5: The City shall continue to cooperate with state agencies in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities.

Policy 1.6.6: The City shall continue to cooperate with state agencies as well as with nonprofit environmental organizations in identifying programs and funding sources to promote further development of community parks, open space and recreation facilities and to coordinate with them in effectively managing existing natural areas and open space.

Objective 1.7: School Coordination. The City of Clermont will coordinate with the Lake County School Board with regard to school siting criteria, collocation of facilities and planning coordination within one year of the adoption of this element.

Policy 1.7.1: The City and the Lake County School Board shall discuss and coordinate development plans for expansion of existing schools or development of new education facilities within the City to assure such activities are consistent with growth management directives established within the City's comprehensive plan. Issues shall include the impacts

of facilities on adopted LOS standards established for public school facilities, transportation, potable water, wastewater, drainage and solid waste services.

Policy 1.7.2: The City shall provide the Lake County School Board with information regarding proposed new developments to assist its efforts in planning new schools and to solicit its review comments.

Policy 1.7.3: The City shall abide by and enforce the interlocal agreement between the City and the Lake County School Board to require cooperation in terms of population projection and school siting.

Policy 1.7.4: The Lake County School Board shall provide facilities plans and population projections on an annual basis to ensure that consistency is maintained between the two.

Policy 1.7.5: The Lake County School Board shall provide the City with any plans to site schools within the corporate limits or joint planning area.

Policy 1.7.6: The City shall provide to the Lake County School Board all applications for land use plan amendments that have the potential of increasing residential density and that may affect student enrollment, student enrollment projections or school facilities.

Policy 1.7.7: The City shall allow a member of the Lake County School Board to sit as an ex-officio member on the Local Planning Agency and comment on proposals that have the potential to increase density.

Policy 1.7.8: The City will take part in the Lake County Educational Concurrency Review Committee established by Lake County, Lake County School Board and the municipalities of Lake County that shall meet at least annually as outlined in the interlocal agreement between Lake County, Lake County School Board and municipalities for school facilities planning and siting, and will hear reports and discuss issues concerning school concurrency.

Policy 1.7.9: The City will take part in the Joint Staff School Concurrency Review Group, comprised of staff of Lake County, the municipalities of Lake County, and the Lake County School Board, that shall meet at least quarterly, as outlined in the interlocal agreement between Lake County, Lake County School Board and the municipalities of the county, for school facilities planning and siting, to discuss issues concerning school concurrency. These issues shall include but not be limited to land use, school facilities planning, including such issues as population and student projections, level of service, capacity, development trends, school needs, co-location and joint use, and ancillary infrastructure improvements needed to support schools and ensure safe student access. The Lake County School Board staff shall be responsible for making meeting arrangements.

Policy 1.7.10: The City will provide full cooperation and coordination with the Lake County School Board, as needed, to coordinate planning activities and maximize the use of available public facilities.

Policy 1.7.11: The City will pursue formalization of existing agreements with the Lake County School Board for the use of school facilities for recreation services and activities. Agreements should establish a level of service ratio to determine the maximum allowable use

of the facilities for public access to optimize the use of the facilities and to help the City determine its long-term recreation needs.

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7. REQUEST FOR COMPREHENSIVE PLAN AMENDMENT

DEVELOPMENT NAME: Intergovernmental Coordination Element
APPLICANT: Staff

Senior Planner John Kruse presented the staff report as follows:

The Intergovernmental Coordination Element of the City of Clermont's Comprehensive Plan is being amended to include the recent adoption of the Interlocal Service Boundary Agreement (ISBA) between the City and Lake County. The ISBA addresses lands that may be annexed, water and sewer service delivery, maintenance of right-of- way, land development regulations, solid waste, sharing of equipment and resources, and fire and rescue services. The ISBA was first introduced to the Council on May 13, 2014 with approval on June 10, 2014. The ISBA was sent to Lake County for approval and was approved by the Lake County Board of County Commissioners on July 8, 2014 with changes. The changes were incorporated into the revised ISBA document that was introduced to the Council on July 22, 2014. Since the ISBA is an intergovernmental agreement between the City and Lake County, it must be referenced in the City's Comprehensive Plan. This proposed amendment is to incorporate the ISBA into the Intergovernmental Coordination Element.

Transmittal to the Florida Department of Economic Opportunity (formally Department of Community Affairs) for review will be done to satisfy the requirements to add this amendment to the Comprehensive Plan. A request for Council adoption of the ordinance will follow in the fall of 2014.

Commissioner Judy Proli moved to recommend approval of the transmittal of the Intergovernmental Coordination Element; seconded by Commissioner Bernadette Dubuss. The vote was unanimous to recommend approval of the transmittal

There being no further business, the meeting was adjourned at 8:25 pm.

_____
Nick Jones, Chairman

ATTEST:

_____
Rae Chidlow – Administrative Assistant

CITY OF CLERMONT
NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-07

The City of Clermont will hold a public hearing Tuesday, March 10, 2015 (first reading) and Tuesday, March 24, 2015 (adoption) at 6:30pm before the City Council to consider proposed changes to the Intergovernmental Coordination Element of the City's adopted comprehensive plan.

Ordinance #2015-07:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the Comprehensive Plan for the City of Clermont, Florida, pursuant to the local government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes by adopting text changes to the Policies of the Intergovernmental Coordination Element of the Comprehensive Plan; setting forth the authority for adoption of the Comprehensive Plan Amendments; setting forth the purpose and intent of the Comprehensive Plan Amendments; establishing the legal status of the Comprehensive Plan Amendments; providing for severability, conflict and an effective date.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
March 10, 2015

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-09; *Final* State Farm

Requested Action
Move to approve Ordinance 2015-09.

Staff Report
The applicant is requesting a vacation of a 10-foot-wide sewer easement that is crossing their property. The property is currently being developed as a new State Farm office, and the easement is in the location of the proposed building. The applicant will be constructing new sewer lines with a new easement in place. This has been reviewed and approved by the Environmental Services Department through the Site Review process. Staff has reviewed the submitted information and recommends approval of the easement vacation request.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	ROW ORD 2015-09.doc
2. Map of Location	Easement Map.pdf
3. Survey	Site plan (2).pdf
4. Legal ad	ROW legal ad.docx

CITY OF CLERMONT

ORDINANCE No. 2015-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE EASEMENT OF THE NORTH 10 FEET OF LOTS 16 AND 17, BLOCK 61, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

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

Section 1.

That any and all portions, closing and permanently abandoning the easement of the north 10 feet of Lots 16 and 17, Block 61, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Record of Lake County, Florida.

Section 2.

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

Section 3.

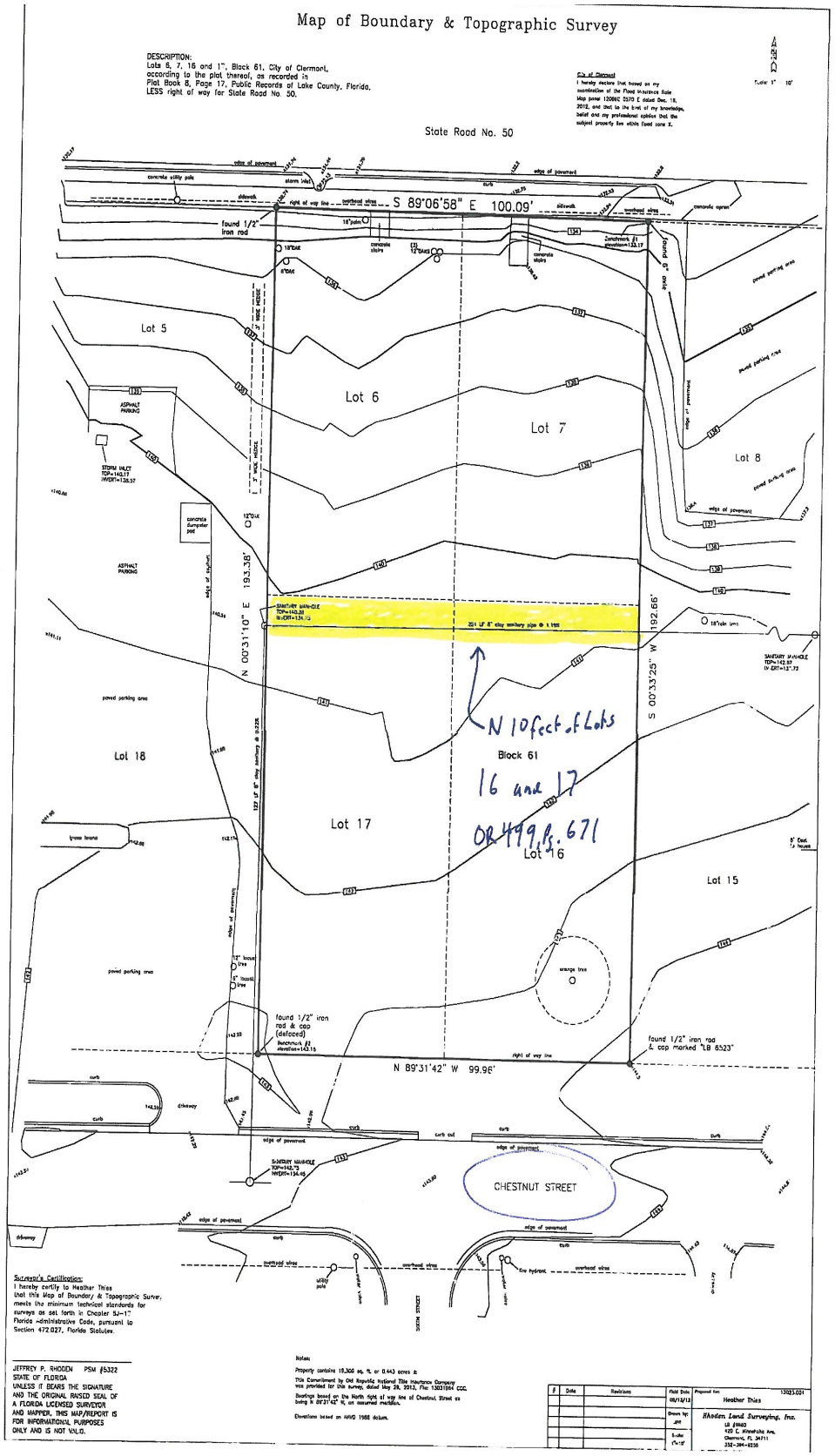
If any portion of this Ordinance is declared invalid, the invalidated portion shall be severed from the remainder of the Ordinance, and the remainder of the Ordinance shall continue in full force and effect as if enacted without the invalidated portion, except in cases where such continued validity of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

Section 4.

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

Section 5.

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


Map of Boundary & Topographic Survey
DESCRIPTION:
Lots 6, 7, 16 and 17, Block 61, City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida. LESS right of way for State Road No. 50.
State Road No. 50
S 89°06'58" E 100.09'
found 1/2" iron rod
Lot 5
Lot 6
Lot 7
Lot 8
Lot 18
Lot 17
Lot 16
Lot 15
Block 61
N 00°31'10" E 193.38'
S 00°33'25" W 192.66'
N 89°31'42" W 99.96'
found 1/2" iron rod & cap (defaced)
found 1/2" iron rod & cap marked "LB 6523"
N 10 feet of Lots 16 and 17
OR 499 Pg. 671
CHESTNUT STREET
Surveyor's Certification:
I hereby certify to Heather Thies that this Map of Boundary & Topographic Survey, meets the minimum technical standards for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
Heather Thies
Rhoden Land Surveying, Inc.

CITY OF CLERMONT
ORDINANCE No. 2015-09

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March, 2015.

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

State Farm Easement Vacation Request

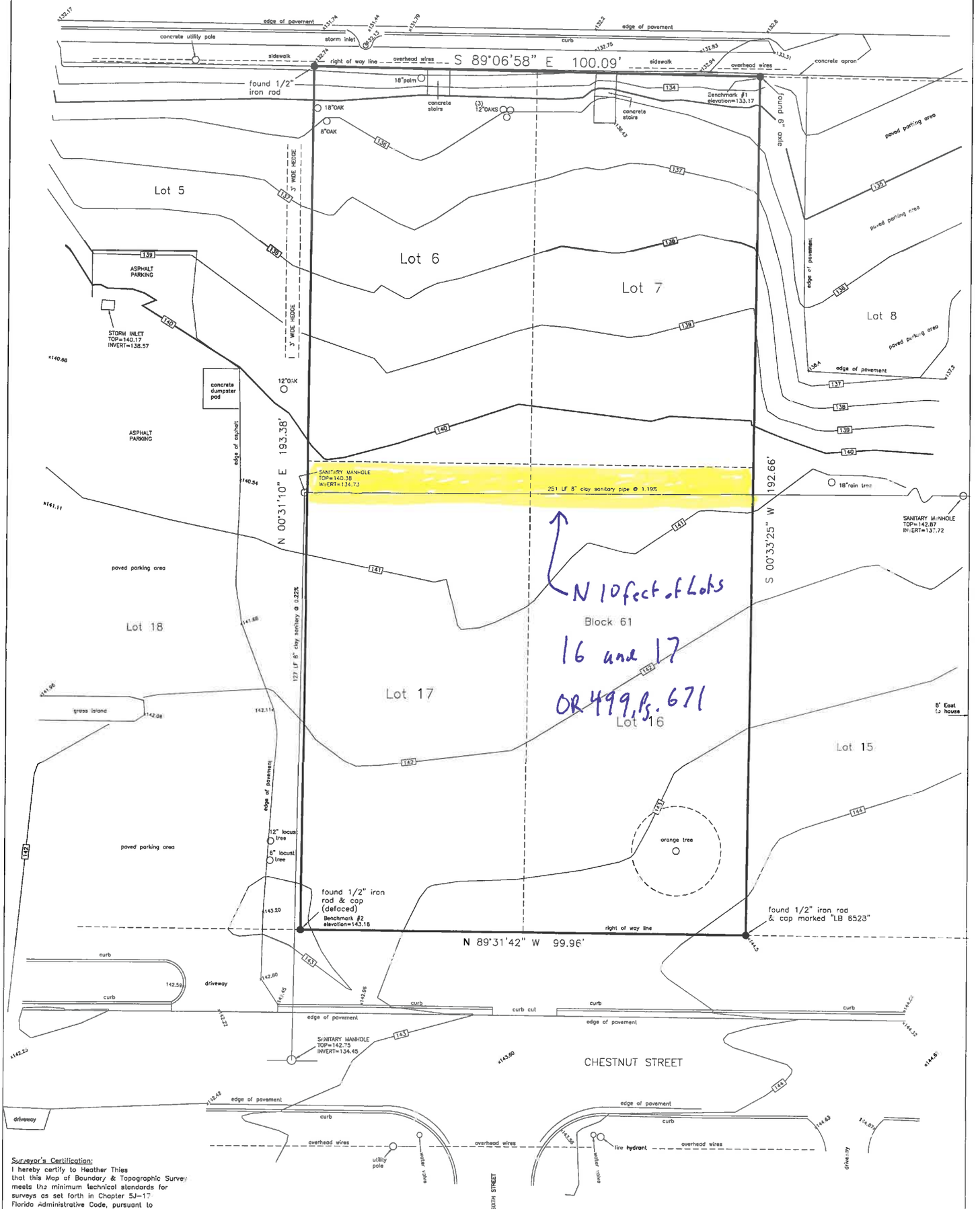
The applicant is requesting a vacation of an existing sewer easement that is 10 feet in width and runs across the property (red dotted line). A new sewer line will be constructed with the new building along with recording a new easement.

Map of Boundary & Topographic Survey

DESCRIPTION:
Lots 6, 7, 16 and 17, Block 61, City of Clermont, according to the plat thereof, as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida, LESS right of way for State Road No. 50.

City of Clermont
I hereby declare that based on my examination of the Flood Insurance Rate Map panel 12069C 0570 E dated Dec. 18, 2012, and that to the best of my knowledge, belief and my professional opinion that the subject property lies within flood zone X.

Scale: 1" = 10'



Surveyor's Certification:
I hereby certify to Heather Thies that this Map of Boundary & Topographic Survey meets the minimum technical standards for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

Notes:
Property contains 19,306 sq. ft. or 0.443 acres ±
Title Commitment by Old Republic National Title Insurance Company was provided for this survey, dated May 29, 2013, File: 13031964 CCC.
Bearings based on the North right of way line of Chestnut Street as being N 89°31'42" W, an assumed meridian.
Elevations based on NAVD 1988 datum.

#	Date	Revisions

Field Date: 08/13/13
Drawn by: JPR
Scale: 1"=10'
Prepared for: Heather Thies
13023.001

Rhoden Land Surveying, Inc.
LB #8980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-09

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING THE EASEMENT OF THE NORTH 10 FEET OF LOTS 16 AND 17, BLOCK 61, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 17; PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH, PROVIDING FOR SEVERABILITY, PUBLICATION, RECORDING, AND FOR AN EFFECTIVE DATE.

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
MARCH 10, 2015

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-10; *Final* Toyota of Clermont

Requested Action
Move to approve Ordinance 2015-10.

Staff Report
This administrative request is being heard concurrently with requests for a large-scale comprehensive plan amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification. Staff recommends approval of the annexation.

Additional Analysis

Fiscal Impact Summary
Annual revenue increase to the City is anticipated to be approximately $27,200.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	ANN ORD 2015-10.doc
2. Maps	Toyota Maps.pdf
3. Utility Agreement	Toyota of Clermont UA.pdf
4. Legal ad	ANN legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated November 27, 2012; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; 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 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, to-wit:

Legal Description

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-

way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast ¼ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane, West of the Orange County line, (Toyota of Clermont).

SECTION 2.

That the aforedescribed 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.

SECTION 3.

All property aforedescribed 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.

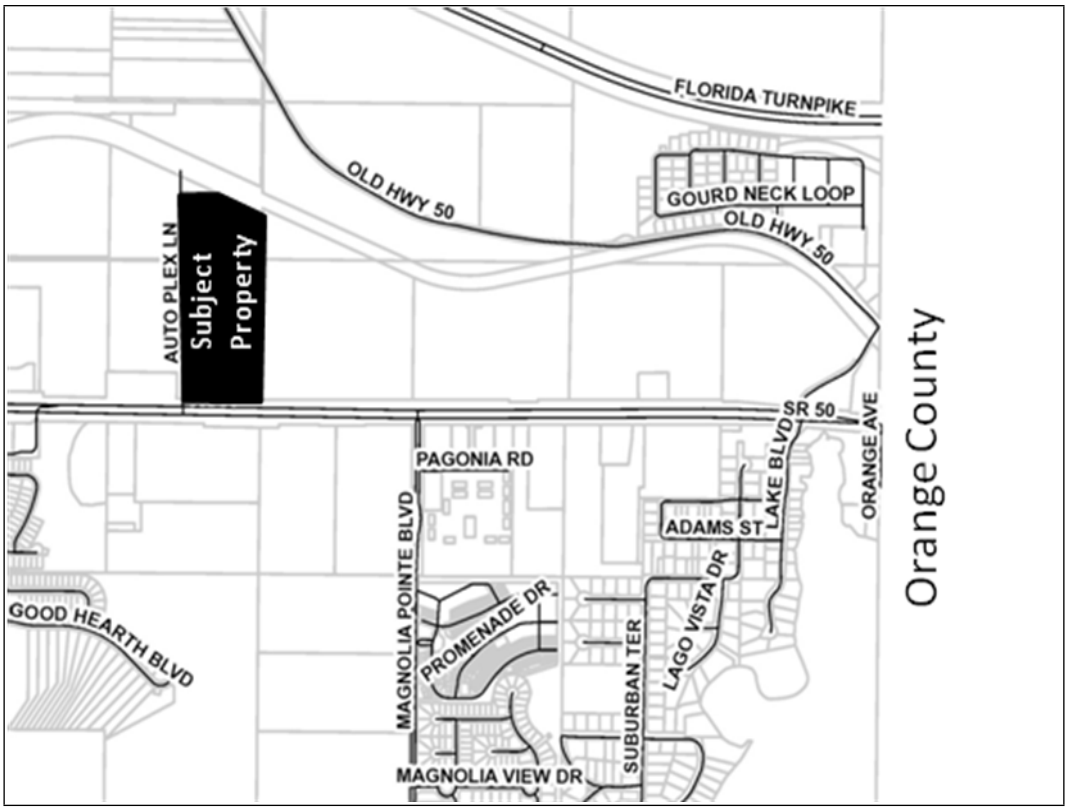
SECTION 5.

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. 2015-10

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Dan Mantzaris, City Attorney

Exhibit - Location Map
Clermont Motor Sales, LLC

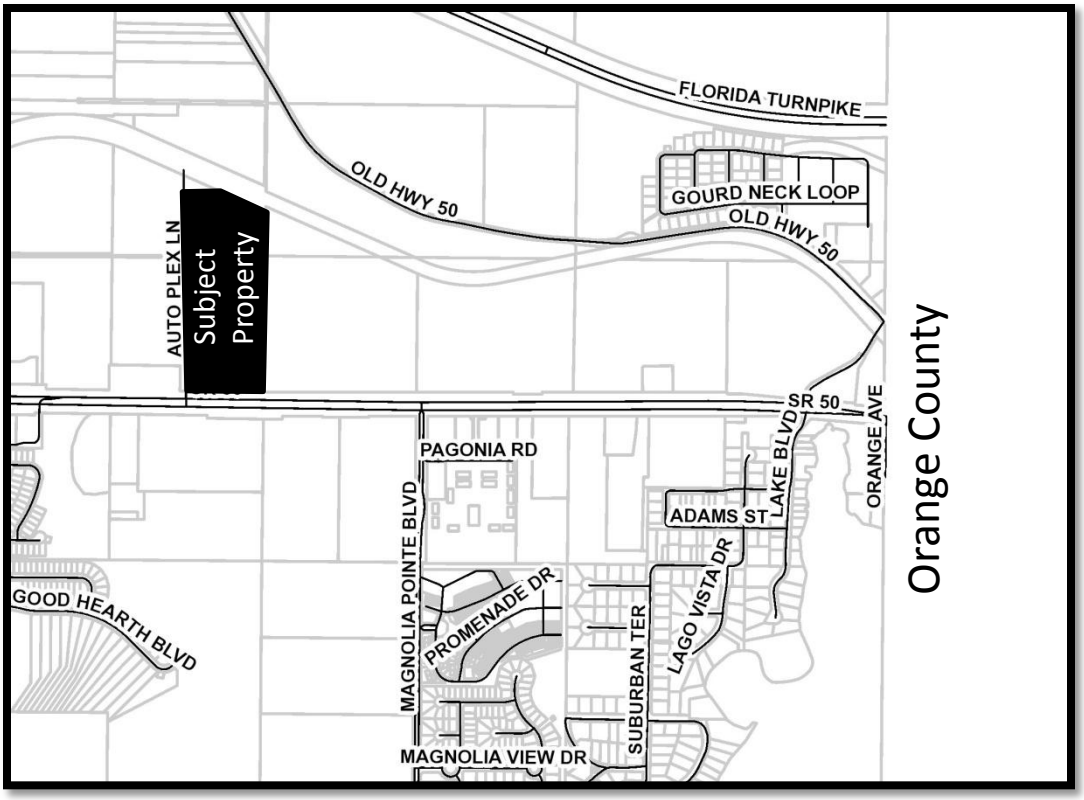


Exhibit – Future Land Use
Clermont Motor Sales, LLC

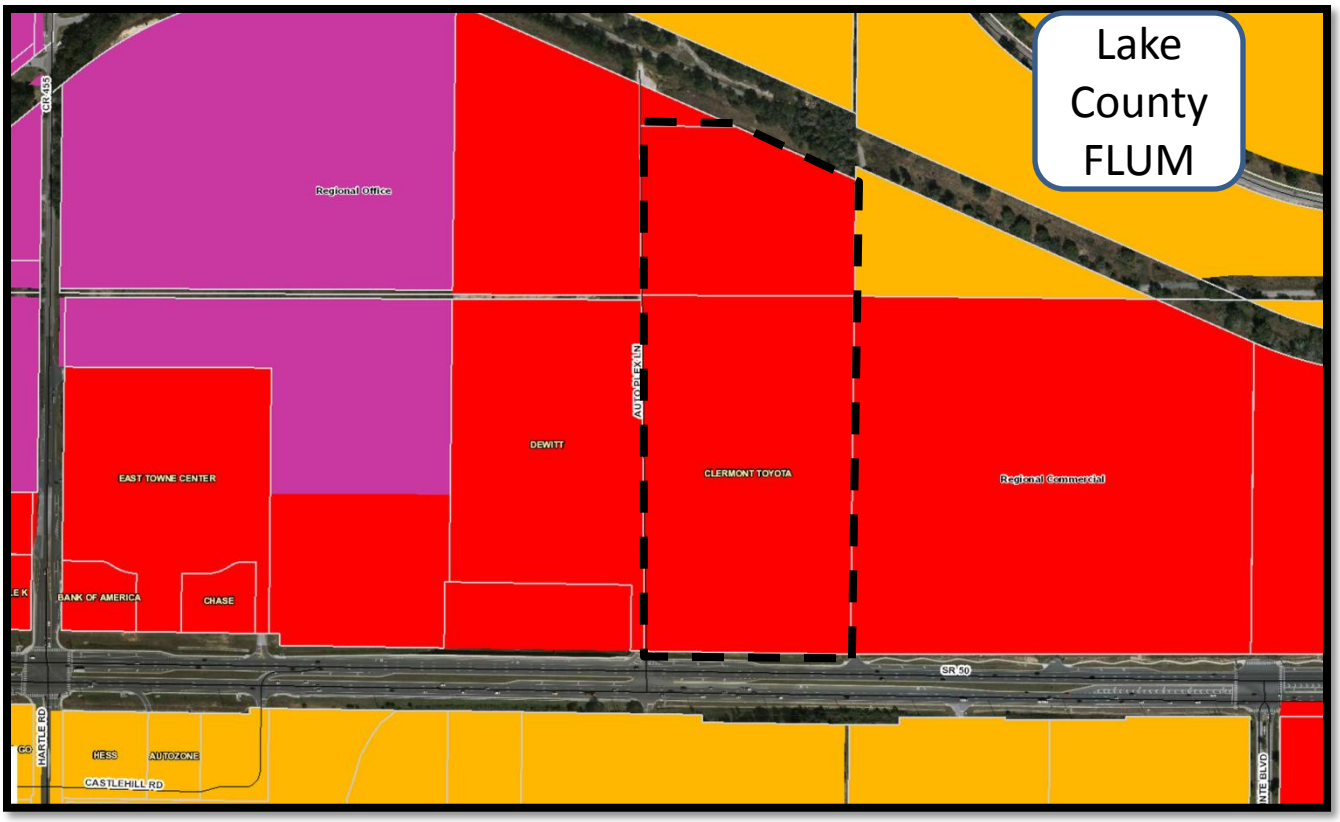


Exhibit – Zoning
Clermont Motor Sales, LLC

INSTRUMENT#: 2012130301 OR BK 4251 PG 779 PAGES: 13 12/12/2012 9:47:53 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $112.00

City of Clermont
685 W Montrose St
Clermont, FL 34711

RETURN TO

UTILITY SERVICE AGREEMENT
For WATER & WASTEWATER

This document constitutes an agreement between the *City of Clermont*, hereby referred to as **CITY**, a municipality of the State of Florida, and *Clermont Motor Sales, LLC* and any successors or assigns, hereby referred to as **OWNER.**

WITNESSETH

Whereas, OWNER is requesting service to an automotive sales, service, repair and commercial business which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

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

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

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

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

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

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

1.1 CITY shall provide water and sewer service for the Property.

1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.

1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.

1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.

1.8 The OWNER shall construct a portion of Autoplex Lane, S.R. 50, including turn lanes into the development, along the southern property boundary as associated with the development.

1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.

1.10 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.

1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.

1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.

1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.

1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.

1.15 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.

1.16 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.

1.18 A 12-inch water main shall be constructed from the connection point at State Road 50, north along the private road at the western property boundary, westerly along the trail right-of-way and connect to the existing 16-inch water main on CR455. The water main shall be located in a fifteen foot easement in Autoplex Lane.

1.19 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.

1.20 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.

1.21 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).

1.22 A cross access easement must be provided for the constructed Autoplex Lane, and the 30-foot unimproved reserved portion running to the northern property boundary.

1.23 Autoplex Lane road improvements. Autoplex Lane, which is a private road, shall be constructed to City design and landscaping standards (as modified herein above) from State Road 50 for 300 feet north into the Property. OWNER shall not be required to perform any upgrades to Autoplex Lane beyond 300 feet north of State Road 50.

1.24 The unimproved portion of Autoplex Lane shall include a 30-foot reservation of property for the roadway itself, plus 10-feet for the landscape buffer. The cross section shall be essentially level to accommodate any possible future construction of the road.

Section 2. DEVELOPMENT STANDARDS

2.1 The project shall be developed according to the JPA Land Development Regulations (Lake County Ordinance No. 2005-64). Items not addressed in the JPA Land Development Regulations must be developed to City standards unless otherwise stipulated in this Agreement under Section 3, or subsequent amendments to this Agreement.

2.2 The project shall be designed in substantial accordance with the Site Plan (Exhibit "C") and Landscape Plan (Exhibit "D") by Spring Engineering, Inc. dated 9-21-12. Exceptions or modifications may be permitted as necessary to comply with final conditions and any State, County or City Codes.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

(a) Retaining Wall Height. The retaining wall height will be 15 feet.

(b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the first floor administration/sales area (18,018 sq. ft.) and the collision center building (2,710 sq. ft.) for the project. Accordingly, 90 customer parking spaces are required for the administration/sales area (117 provided) and 14 customer parking spaces are required for the collision center (16 provided). The OWNER is required to provide a minimum of 104 customer parking spaces for both areas total. The site plan indicates 117 customer parking spaces are sized according to Section 3 (c). Overall customer parking as indicated on the site plan for both the first & second floor requires 152 spaces and 152 are provided, both 10' x 20' and 9' x 18'.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and shall be 9' x 18'. Customer parking spaces will be 10' x 20'.

(d) Parking areas in the non-customer locations may have one landscape island every 15 parking spaces. All customer parking areas shall maintain the required one landscape island every 10 parking spaces.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a 15 foot grade change in a cut or fill for the overall site, and up to 20 feet for the transition area along the eastern boundary.

(f) Landscaping on the western boundary of the Property beyond 300 feet north of State Road 50. The landscape buffer along that portion of the western boundary of the Property 300 feet north of State Road 50 shall be placed to the east of the existing pavement of Autoplex Lane and shall be constructed to those standards for a property boundary and not to the standards for buffers adjacent to public right-of-way.

(g) Side slope requirements on the western boundary of the Property beyond 300 feet north of State Road 50. The side slope directly adjacent to the western side of the developed area of the Property 300 feet north of State Road 50 shall have a slope of 6:1 for the first 5 feet in lieu of the 10:1 side slope requirement.

(h) All landscape buffers and internal island landscaping may be planted in accordance with the Lake County landscape requirements. This shall include internal parking landscape island size, perimeter buffer size, and plant materials/size.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and

shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNER

Clermont Motor Sales, LLC
3800 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 27th day of November, 2012.

CITY OF CLERMONT

Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Clermont Motor Sales, LLC

Signature _____ Title: CHAIRMAN

Joseph A. Siviglia
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name Evelyn Conde

EVELYN CONDE
MY COMMISSION # EE 006647
EXPIRES: November 5, 2014
Bonded Thru Notary Public Underwriters

PROPERTY OWNER(S):

Clermont Motor Sales, LLC

By: _____
Signature

Joseph A. Siviglia
Type or print name

By: _____
Signature

_____
Type or print name

WITNESSES (Two required):

Witnesses

1. _____
Signature

Leslie Adams
Type or print name

2. _____
Signature

Kristen VanVonderen
Type or print name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public Evelyn Conde SEAL:

Type/print name Evelyn Conde

EVELYN CONDE
MY COMMISSION # EE 006647
EXPIRES: November 5, 2014
Bonded Thru Notary Public Underwriters

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.,; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Clermont Motor Sales, LLC

Description:

LAKE HIGHLANDS 26-22-26 BEG AT NE COR OF SEC, RUN S 0-40-12 W 1183.47 FT TO N R/W LINE OF SR 50, N 89-09-12 W 680.32 FT, N 0-25-53 W TO N LINE OF SEC, E ALONG SAID N LINE OF SEC TO POB, BEING TRACTS 1 & 16, PART OF TRACTS 2 & 15A PB 3 PG 52 ORB 2754 PG 2314

Containing 18.48 acres, more or less

AND

LAKE HIGHLANDS 23-22-26 BEG AT SE COR OF SEC, RUN N 0-39-25 E 464.58 FT TO S'LY R/W LINE OF RR, N 66-13-46 W ALONG SAID S'LY R/W LINE OF RR A DIST OF 780.30 FT, S 0-25-53 E TO S LINE OF SEC, E ALONG SAID S LINE TO POB, BEING PART OF TRACTS 50A & 63, ALL OF TRACT 64--LESS FROM SE COR OF SEC 23 RUN N 0-39-25 E ALONG E LINE OF SE 1/4 A DIST OF 464.58 FT TO N LINE OF TRACT 64, N 66-13-46 W ALONG SAID PROJECTION LINE & N LINE OF SAID TRACTS 64 & 50-A 780.30 FT, S 0-25-53 E 76.75 FT TO A POINT ON S LINE OF 200 FT WIDE R/W FOR ACL RR R/W & POB, RUN S 66-13-46 E R/W LINE 350.25 FT, N89-09-48 W 319.54 FT, N 0-25-53 W 136.51 FT TO POB--PB 4 PG 11, ORB 2754 PG 2314

Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

Lake County Alternate Key Numbers:
1048699
3835574

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **27th day of November 2012,** between **Clermont Motor Sales, LLC** property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

EXHIBIT "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

Clermont Motor Sales, LLC (Toyota)

Aerial view:

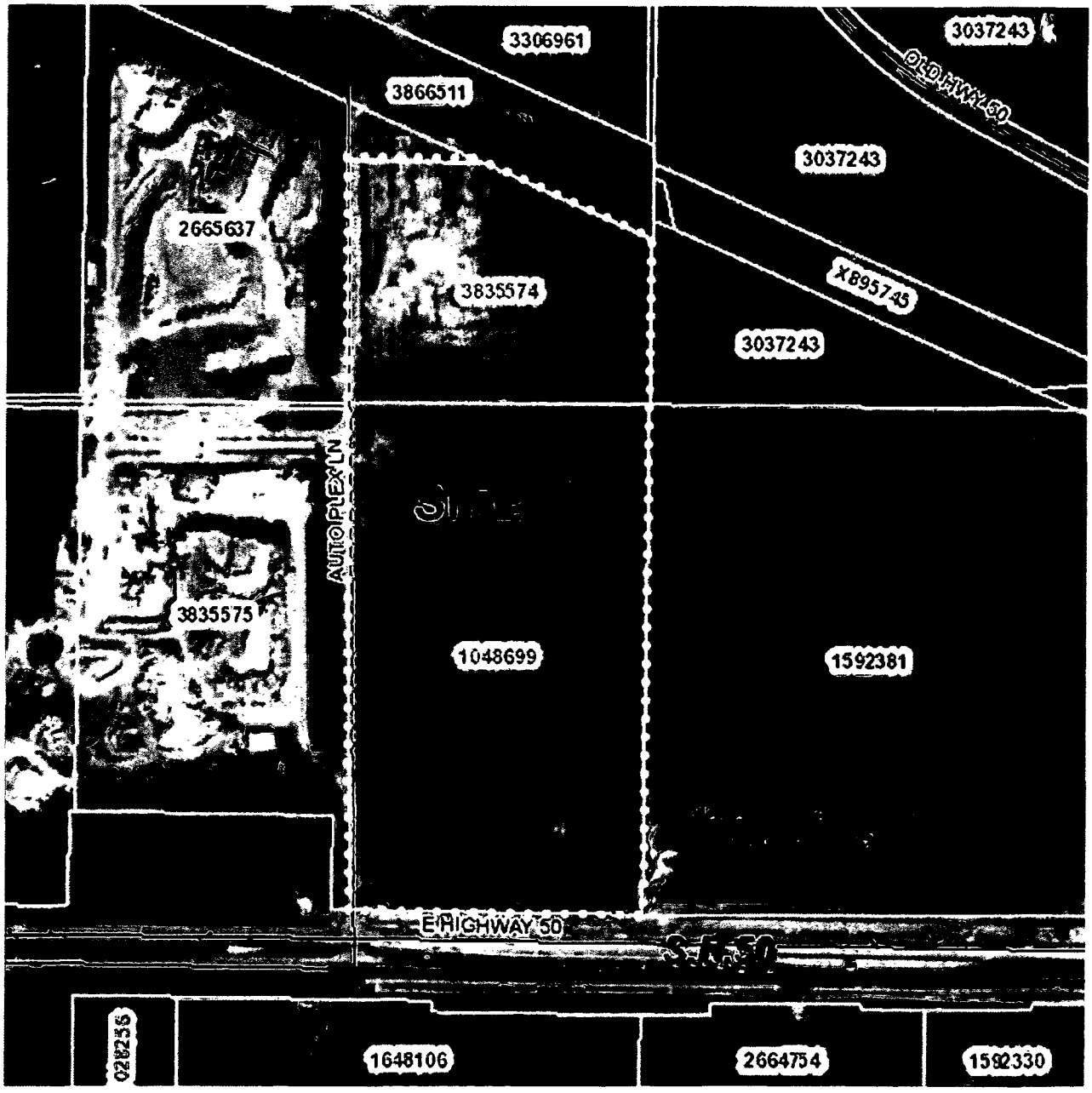


EXHIBIT "C"

Clermont Motor Sales, LLC (Toyota) - Site Plan:

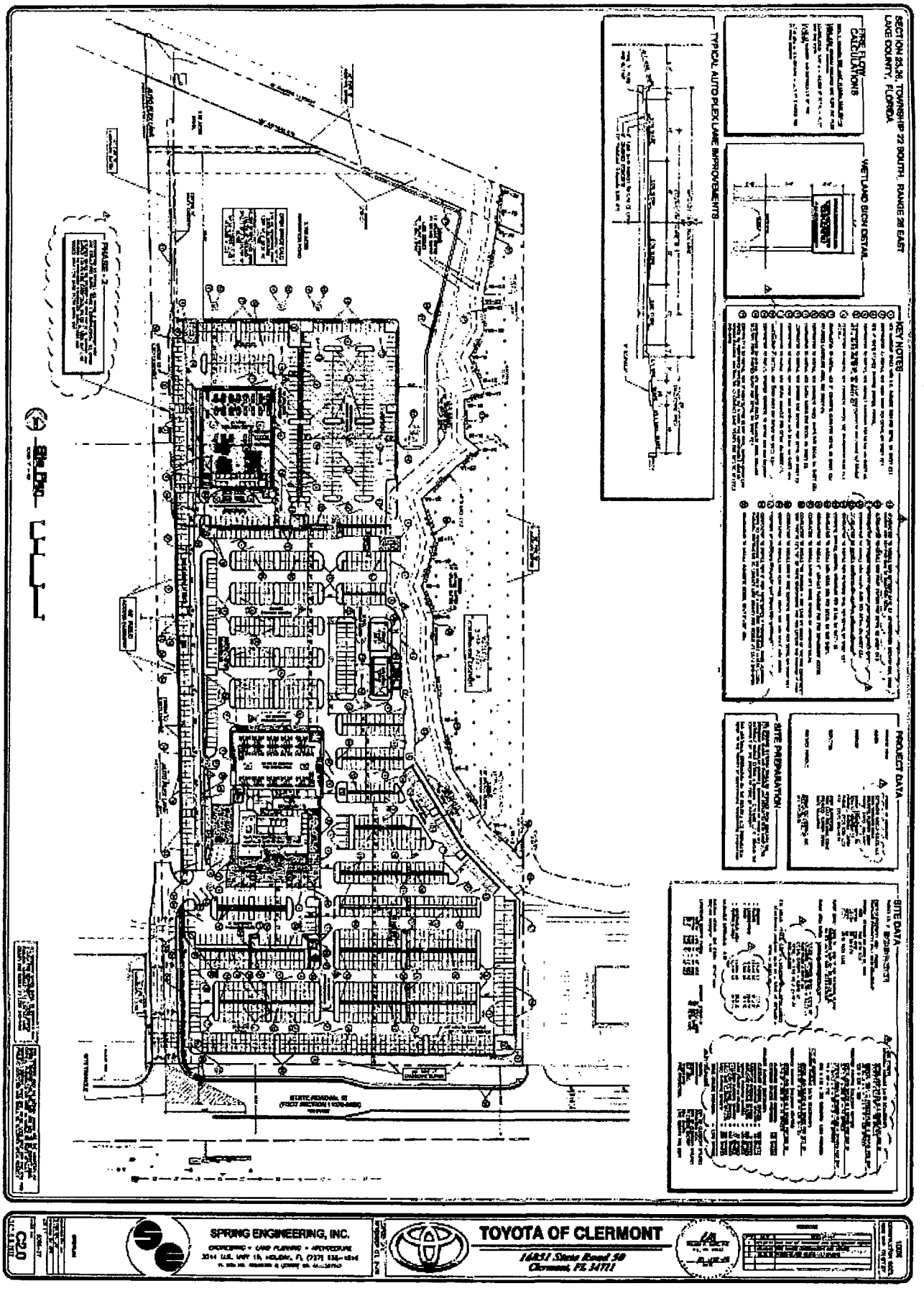
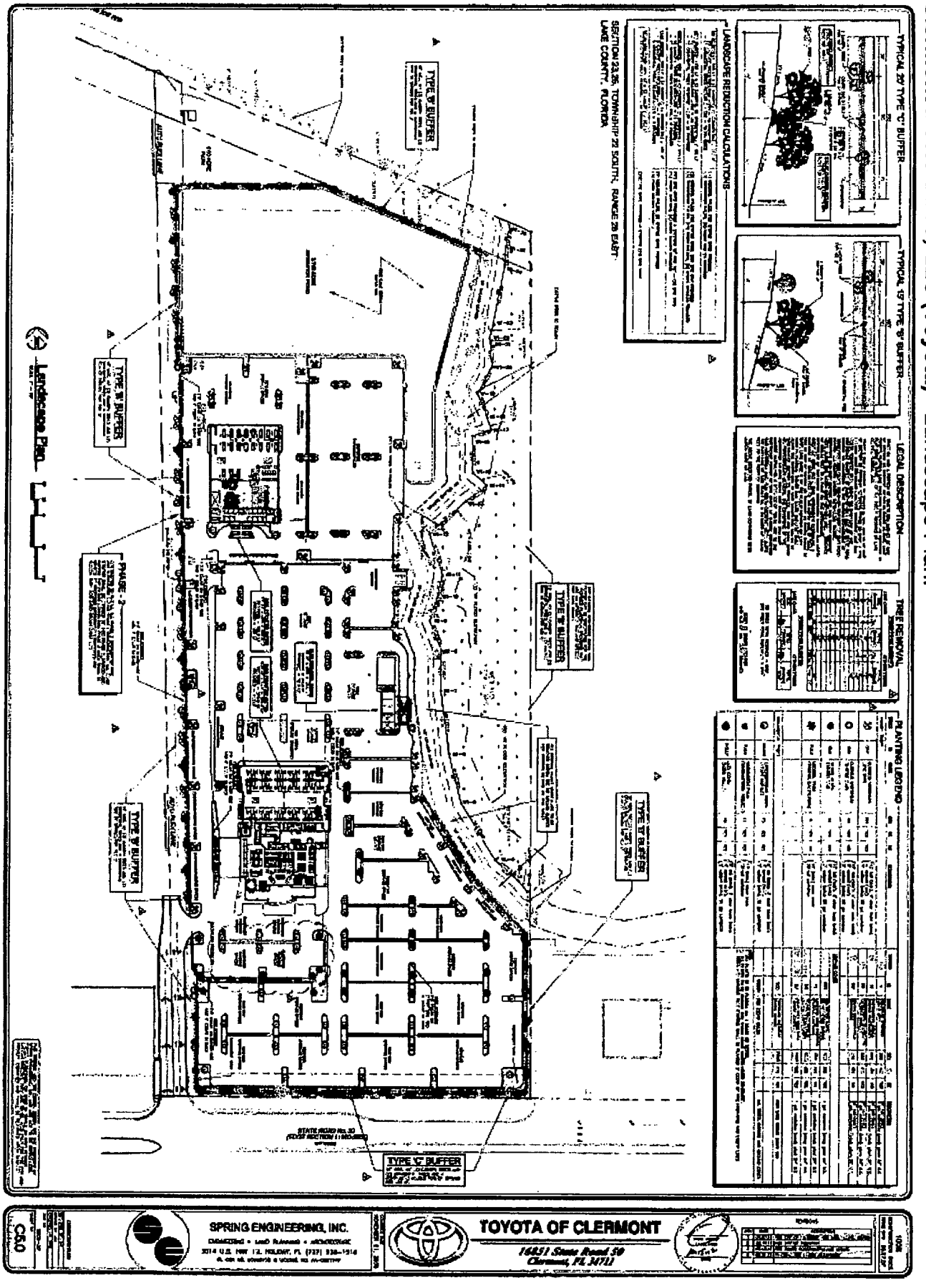


EXHIBIT "D"

Clermont Motor Sales, LLC (Toyota) - Landscape Plan:



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-10

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane,
West of the Orange County line, (Toyota of Clermont)

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast ¼ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

See Map Below

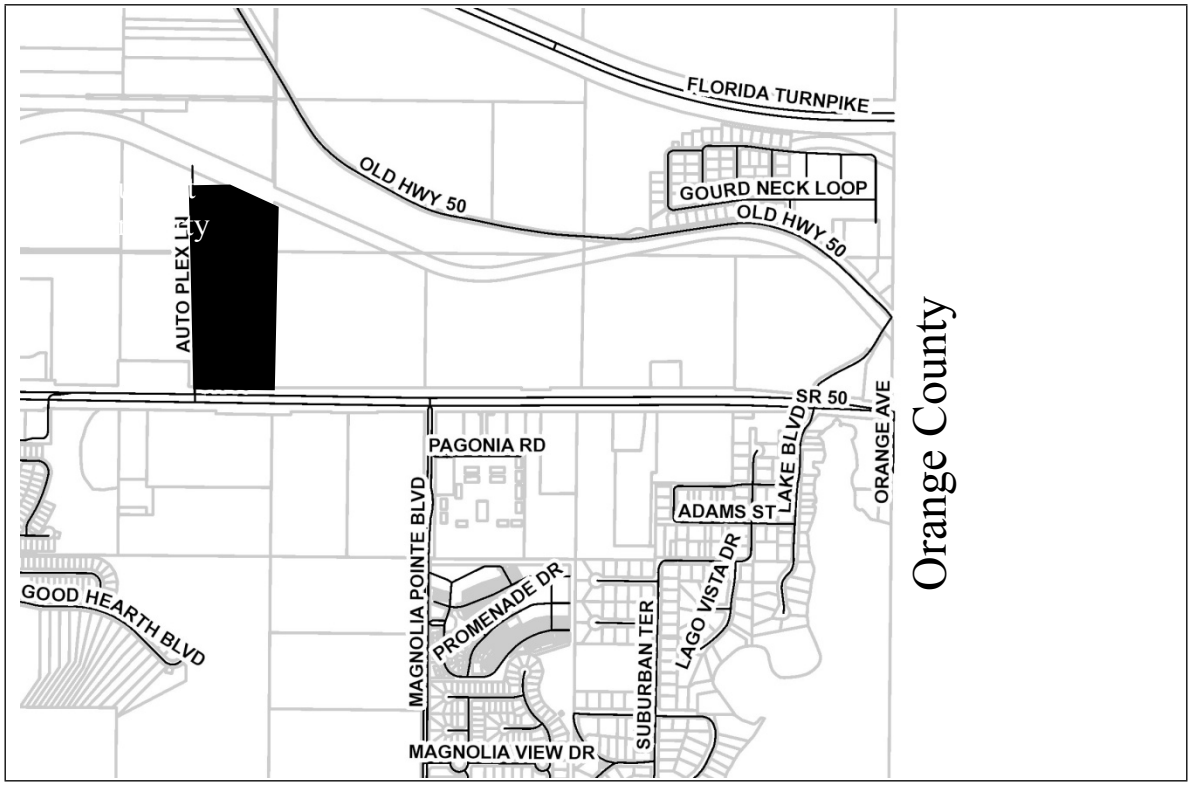
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
March 10 and 17, 2015

Location Map:



CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-12; *Final* Toyota of Clermont

Requested Action
Move to approve Ordinance 2015-12.

Staff Report
This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation. Staff recommends approval of the rezoning to C-2 General Commercial. *At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Jack Martin moved to recommend approval of the large-scale comprehensive plan amendment and rezoning; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend approval of the large-scale comprehensive plan amendment and rezoning.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	REZ ORD 2015-12.doc
2. Maps	Toyota Maps.pdf
3. Utility Agreement	Toyota of Clermont UA.pdf
4. Minutes	P&Z Minutes.pdf
5. Legal ad	REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-12

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

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

SECTION 1:

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

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast ¼ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane, West of the Orange County line, (Toyota of Clermont).

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

SECTION 2:

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

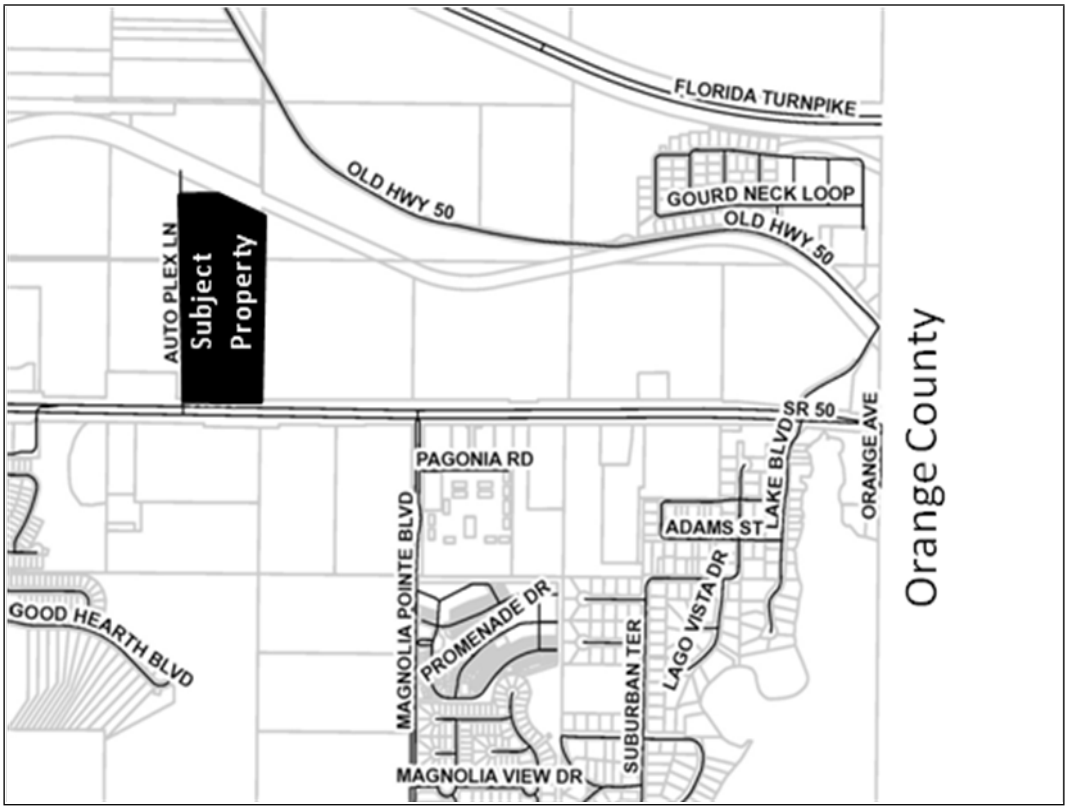
SECTION 3:

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

SECTION 4:

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

Location map:



PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida

CITY OF CLERMONT
ORDINANCE No. 2015-12

on this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form:

_____
Dan Mantzaris, City Attorney

Exhibit - Location Map
Clermont Motor Sales, LLC

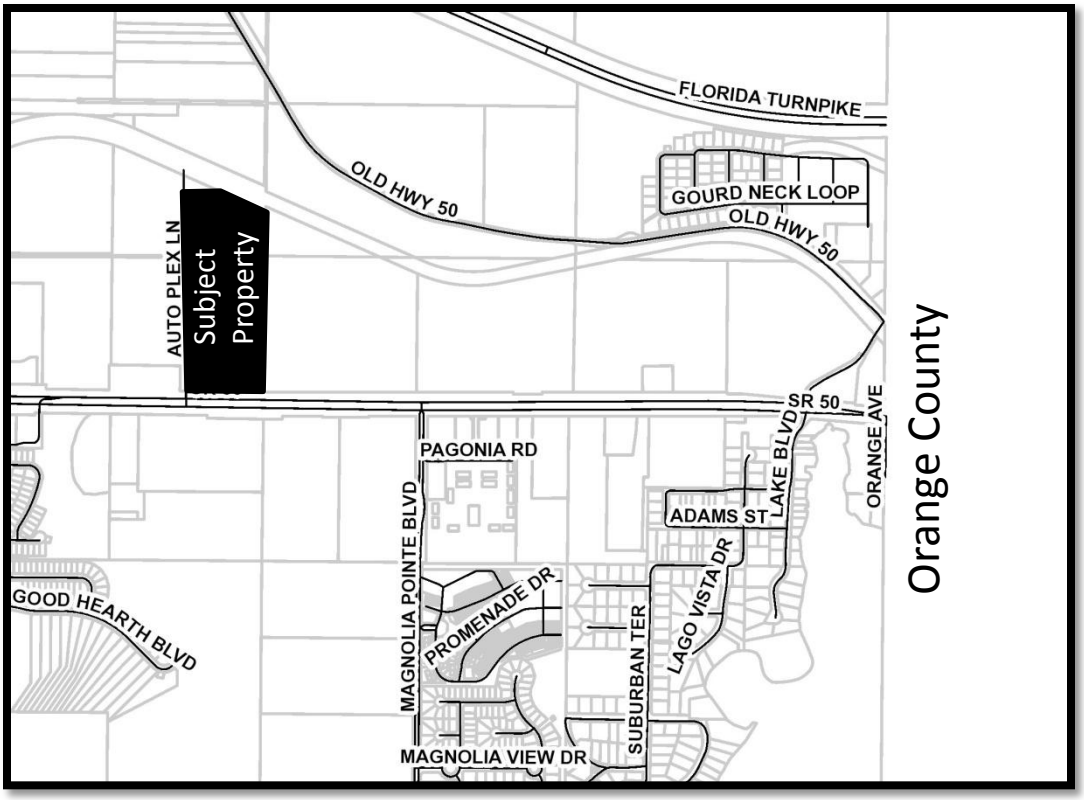


Exhibit – Future Land Use
Clermont Motor Sales, LLC

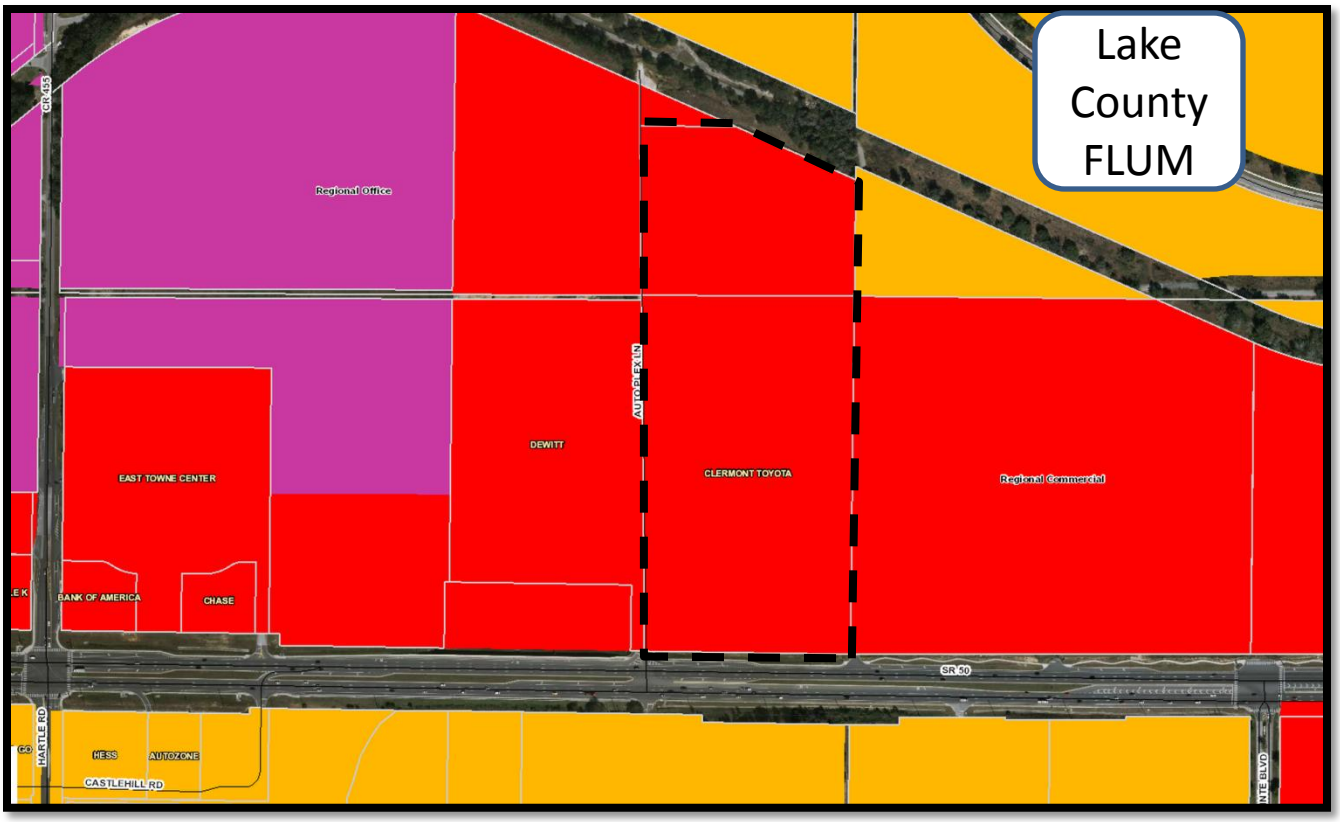


Exhibit – Zoning
Clermont Motor Sales, LLC

INSTRUMENT#: 2012130301 OR BK 4251 PG 779 PAGES: 13 12/12/2012 9:47:53 AM
NEIL KELLY, LAKE COUNTY CLERK OF THE CIRCUIT COURT
REC FEES: $112.00

City of Clermont
685 W Montrose St
Clermont, FL 34711

RETURN TO

UTILITY SERVICE AGREEMENT
For WATER & WASTEWATER

This document constitutes an agreement between the *City of Clermont*, hereby referred to as **CITY**, a municipality of the State of Florida, and *Clermont Motor Sales, LLC* and any successors or assigns, hereby referred to as **OWNER.**

WITNESSETH

Whereas, OWNER is requesting service to an automotive sales, service, repair and commercial business which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

Whereas, the Property is located in the unincorporated area of Lake County and the OWNER is requesting water and sewer service from the CITY; and

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

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

Whereas, as a condition of the provision of water and sewer service to the Property by the CITY, OWNER agrees that this Agreement shall constitute an unconditional application to annex the Property into the City of Clermont, if CITY chooses to do so; and

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

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

Section 1. OFF-SITE WATER/SEWER – Each and all of the foregoing premises are incorporated into and constitute a part of this Agreement.

1.1 CITY shall provide water and sewer service for the Property.

1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.

1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations.

1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.

1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer extensions have been completed and accepted by the CITY.

1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.

1.8 The OWNER shall construct a portion of Autoplex Lane, S.R. 50, including turn lanes into the development, along the southern property boundary as associated with the development.

1.9 The existing utilities along State Road 50 must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the OWNER shall prepare plans, permit the project and construct the modifications at the OWNER's expense.

1.10 The utilities in the commercial properties shall be privately owned and maintained, but shall be constructed to City standards.

1.11 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.

1.12 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.

1.13 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.

1.14 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.

1.15 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11 and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.

1.16 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

1.17 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.

1.18 A 12-inch water main shall be constructed from the connection point at State Road 50, north along the private road at the western property boundary, westerly along the trail right-of-way and connect to the existing 16-inch water main on CR455. The water main shall be located in a fifteen foot easement in Autoplex Lane.

1.19 The point of sewer connection shall be coordinated with the existing utilities on the north side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.

1.20 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns. No chain link shall be used in public view areas.

1.21 The OWNER must coordinate with Lake County and the Metropolitan Planning Organization (MPO) for compliance with Transportation Concurrency, and the Transportation Concurrency Management System (TCMS).

1.22 A cross access easement must be provided for the constructed Autoplex Lane, and the 30-foot unimproved reserved portion running to the northern property boundary.

1.23 Autoplex Lane road improvements. Autoplex Lane, which is a private road, shall be constructed to City design and landscaping standards (as modified herein above) from State Road 50 for 300 feet north into the Property. OWNER shall not be required to perform any upgrades to Autoplex Lane beyond 300 feet north of State Road 50.

1.24 The unimproved portion of Autoplex Lane shall include a 30-foot reservation of property for the roadway itself, plus 10-feet for the landscape buffer. The cross section shall be essentially level to accommodate any possible future construction of the road.

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Section 3. WAIVER REQUESTS FOR THE PROPERTY

3.1 OWNER will request the following waivers from requirements imposed in the City of Clermont Code of Ordinances (the "Code") and CITY staff will support such requests:

(a) Retaining Wall Height. The retaining wall height will be 15 feet.

(b) Customer Parking. Rather than basing the number of customer parking on the square footage of the overall commercial space for the project, the CITY agrees to base the number of customer parking spaces on the size of the first floor administration/sales area (18,018 sq. ft.) and the collision center building (2,710 sq. ft.) for the project. Accordingly, 90 customer parking spaces are required for the administration/sales area (117 provided) and 14 customer parking spaces are required for the collision center (16 provided). The OWNER is required to provide a minimum of 104 customer parking spaces for both areas total. The site plan indicates 117 customer parking spaces are sized according to Section 3 (c). Overall customer parking as indicated on the site plan for both the first & second floor requires 152 spaces and 152 are provided, both 10' x 20' and 9' x 18'.

(c) Product Inventory Space Size. The product inventory spaces shall be separated from customer parking spaces and shall be 9' x 18'. Customer parking spaces will be 10' x 20'.

(d) Parking areas in the non-customer locations may have one landscape island every 15 parking spaces. All customer parking areas shall maintain the required one landscape island every 10 parking spaces.

(e) Cut and Fill Maximum Standard for Grading. The grading for the site shall be limited to a 15 foot grade change in a cut or fill for the overall site, and up to 20 feet for the transition area along the eastern boundary.

(f) Landscaping on the western boundary of the Property beyond 300 feet north of State Road 50. The landscape buffer along that portion of the western boundary of the Property 300 feet north of State Road 50 shall be placed to the east of the existing pavement of Autoplex Lane and shall be constructed to those standards for a property boundary and not to the standards for buffers adjacent to public right-of-way.

(g) Side slope requirements on the western boundary of the Property beyond 300 feet north of State Road 50. The side slope directly adjacent to the western side of the developed area of the Property 300 feet north of State Road 50 shall have a slope of 6:1 for the first 5 feet in lieu of the 10:1 side slope requirement.

(h) All landscape buffers and internal island landscaping may be planted in accordance with the Lake County landscape requirements. This shall include internal parking landscape island size, perimeter buffer size, and plant materials/size.

Section 4. ANNEXATION

3.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a *Notice of Encumbrance to Annex* Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property described in Exhibit "A" and

shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

Section 5. SEVERABILITY

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

Section 6. NOTICES

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

CITY

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

OWNER

Clermont Motor Sales, LLC
3800 West Colonial Drive
Orlando, FL 32808

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through _____.

DATED this 27th day of November, 2012.

CITY OF CLERMONT

Harold S. Turville Jr., Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Clermont Motor Sales, LLC

Signature _____ Title: CHAIRMAN

Joseph A. Siviglia
Print Name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public _____ SEAL:

Type/print name Evelyn Conde

EVELYN CONDE
MY COMMISSION # EE 006647
EXPIRES: November 5, 2014
Bonded Thru Notary Public Underwriters

PROPERTY OWNER(S):

Clermont Motor Sales, LLC

By: _____
Signature

Joseph A. Siviglia
Type or print name

By: _____
Signature

_____
Type or print name

WITNESSES (Two required):

Witnesses

1. _____
Signature

Leslie Adams
Type or print name

2. _____
Signature

Kristen VanVonderen
Type or print name

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 4th day of December, 2012, by Joseph A. Siviglia, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Public Evelyn Conde SEAL:

Type/print name Evelyn Conde

EVELYN CONDE
MY COMMISSION # EE 006647
EXPIRES: November 5, 2014
Bonded Thru Notary Public Underwriters

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.,; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Clermont Motor Sales, LLC

Description:

LAKE HIGHLANDS 26-22-26 BEG AT NE COR OF SEC, RUN S 0-40-12 W 1183.47 FT TO N R/W LINE OF SR 50, N 89-09-12 W 680.32 FT, N 0-25-53 W TO N LINE OF SEC, E ALONG SAID N LINE OF SEC TO POB, BEING TRACTS 1 & 16, PART OF TRACTS 2 & 15A PB 3 PG 52 ORB 2754 PG 2314

Containing 18.48 acres, more or less

AND

LAKE HIGHLANDS 23-22-26 BEG AT SE COR OF SEC, RUN N 0-39-25 E 464.58 FT TO S'LY R/W LINE OF RR, N 66-13-46 W ALONG SAID S'LY R/W LINE OF RR A DIST OF 780.30 FT, S 0-25-53 E TO S LINE OF SEC, E ALONG SAID S LINE TO POB, BEING PART OF TRACTS 50A & 63, ALL OF TRACT 64--LESS FROM SE COR OF SEC 23 RUN N 0-39-25 E ALONG E LINE OF SE 1/4 A DIST OF 464.58 FT TO N LINE OF TRACT 64, N 66-13-46 W ALONG SAID PROJECTION LINE & N LINE OF SAID TRACTS 64 & 50-A 780.30 FT, S 0-25-53 E 76.75 FT TO A POINT ON S LINE OF 200 FT WIDE R/W FOR ACL RR R/W & POB, RUN S 66-13-46 E R/W LINE 350.25 FT, N89-09-48 W 319.54 FT, N 0-25-53 W 136.51 FT TO POB--PB 4 PG 11, ORB 2754 PG 2314

Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

Lake County Alternate Key Numbers:
1048699
3835574

EXHIBIT "B"

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this **27th day of November 2012,** between **Clermont Motor Sales, LLC** property owners in the County of Lake, State of Florida Grantor*, and the CITY OF CLERMONT, FLORIDA, A Municipal Corporation, Grantee*:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

EXHIBIT "A"

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

Clermont Motor Sales, LLC (Toyota)

Aerial view:

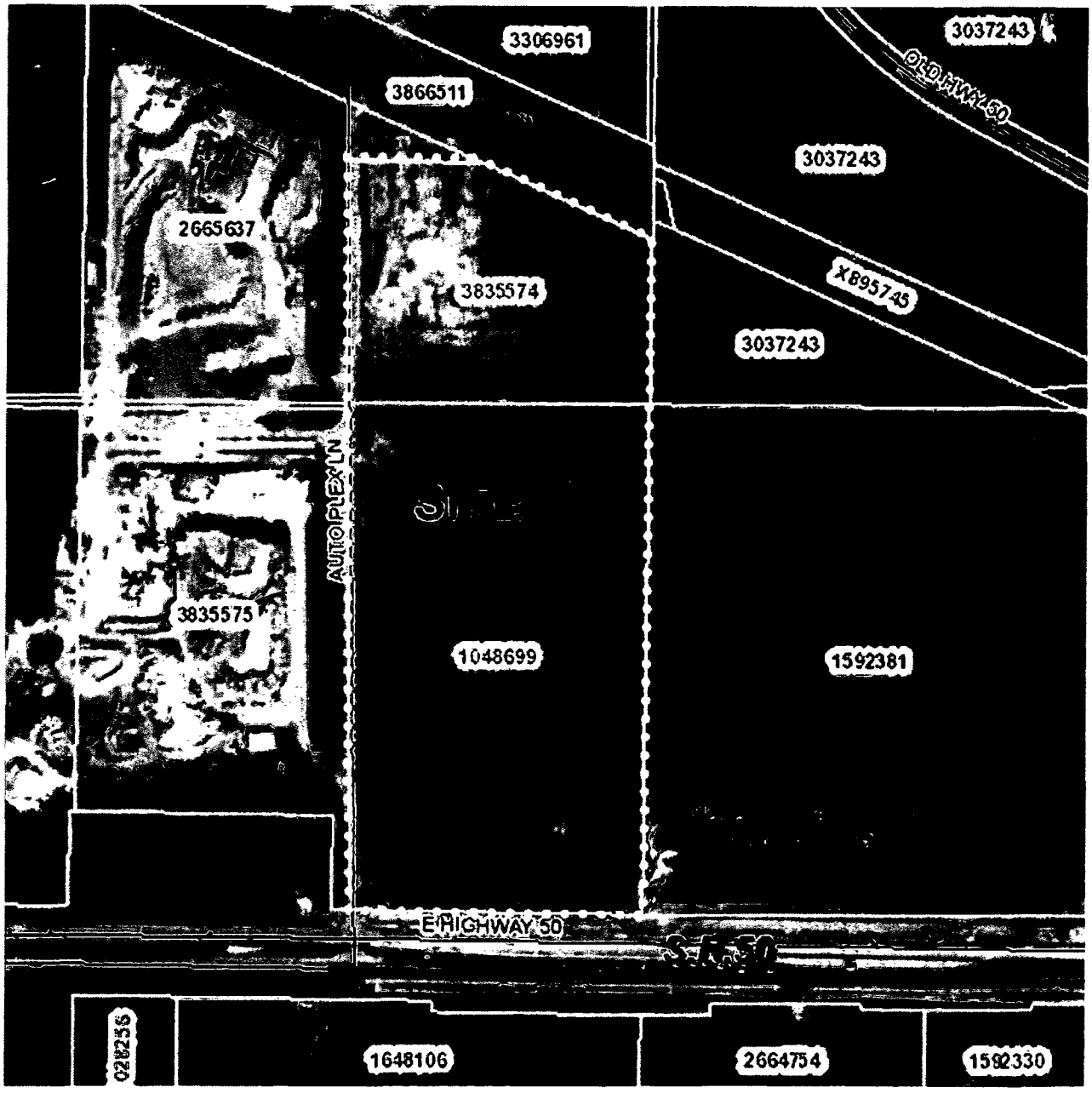


EXHIBIT "C"

Clermont Motor Sales, LLC (Toyota) - Site Plan:

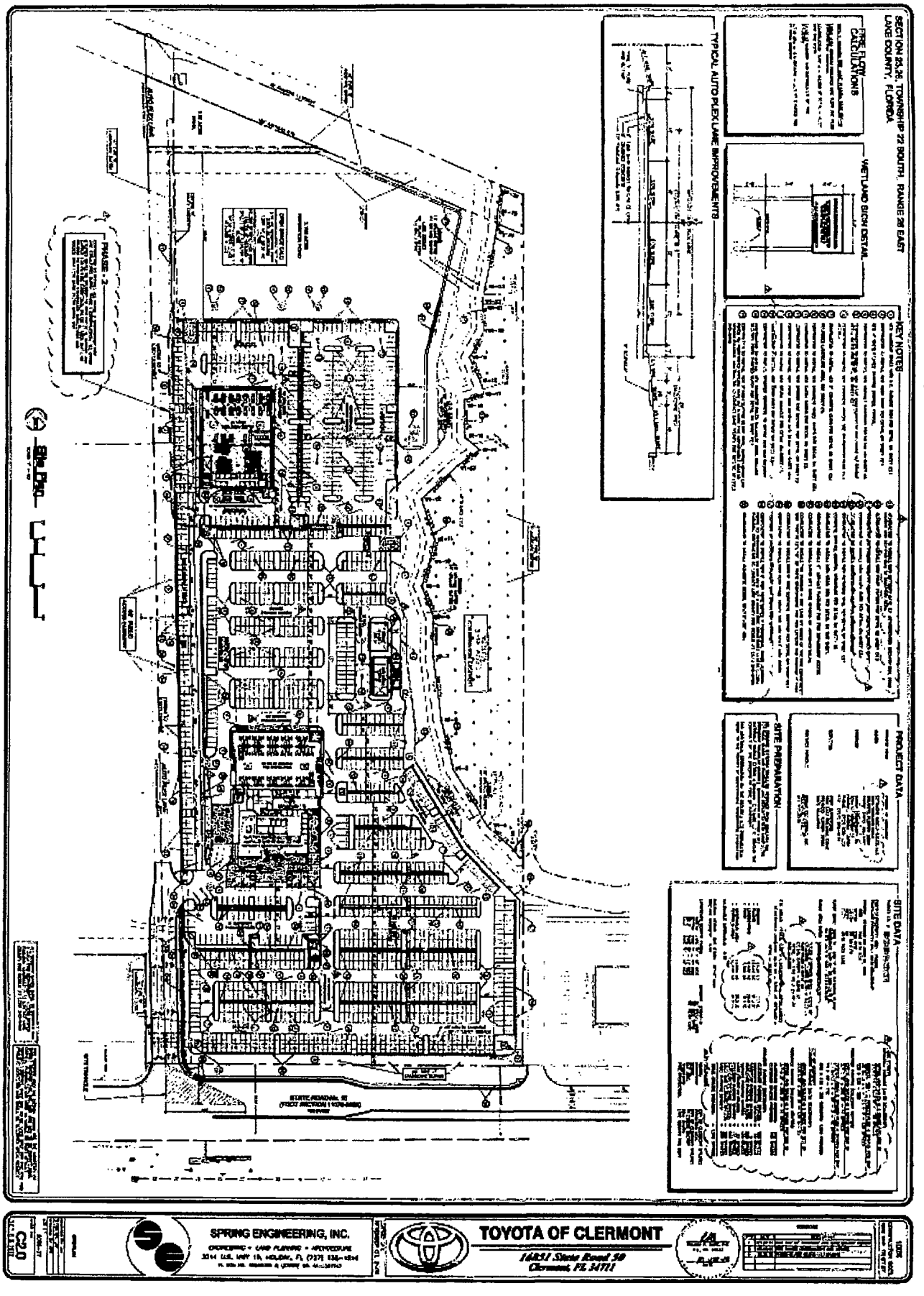
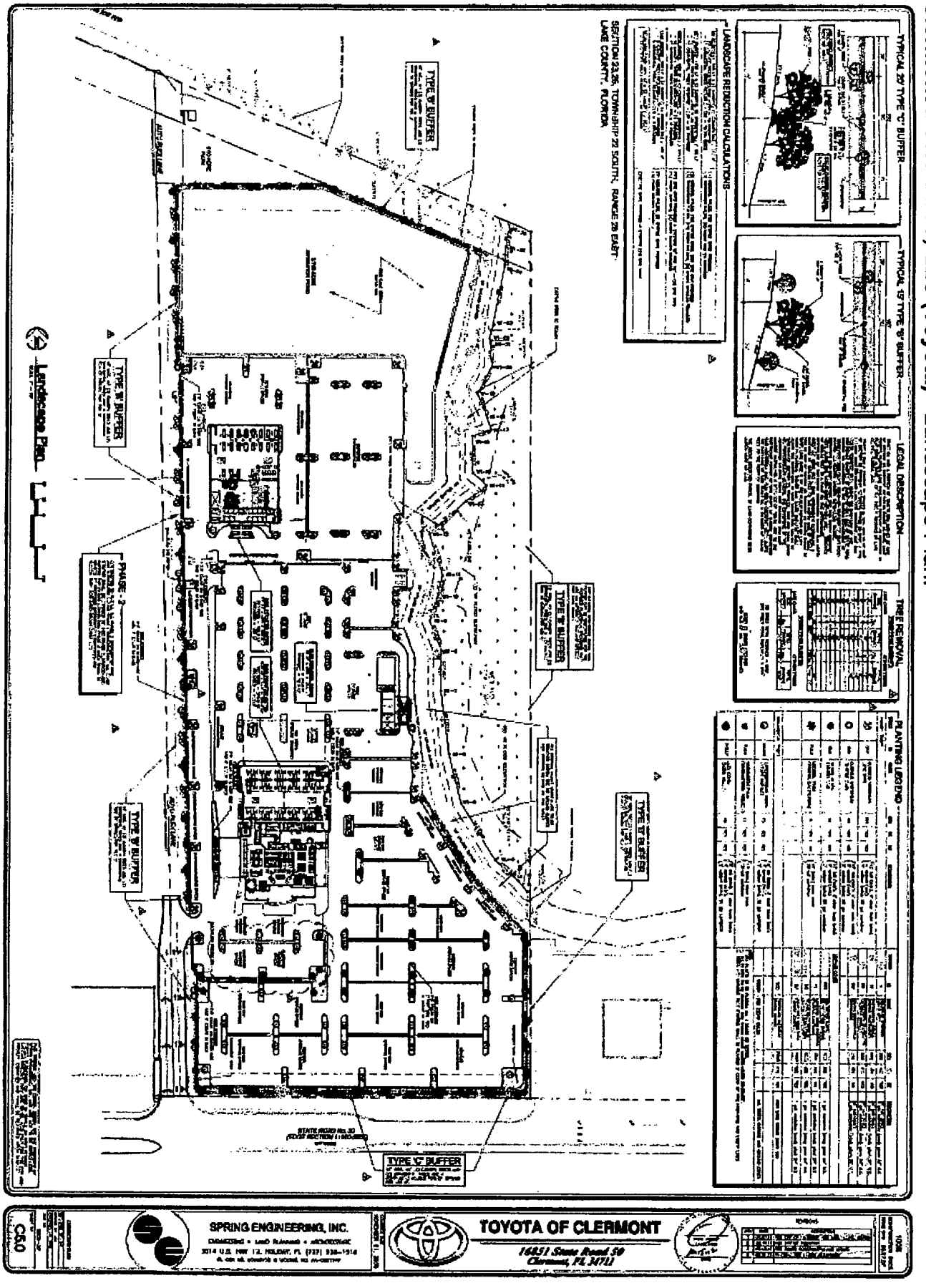


EXHIBIT "D"

Clermont Motor Sales, LLC (Toyota) - Landscape Plan:



applied for any variances and has indicated that they can develop the site according to the Land Development Code.

The proposed hotel is consistent with the area as a whole and would be located in an area that would generate demand for overnight lodging. The square footage and height of the proposed hotel would be very similar to the existing Hampton Inn Suites located approximately 1,000 feet to the east of the site. The applicant has been through the City's preliminary site plan review with staff on the proposed project. The applicant and staff believe the project meets the LDC with the exception of the CUP requirement. Therefore, staff recommends approval of this request.

Rick McCoy, 732 Fourth St., stated that he was representing the applicant. He stated that the zoning allows hotels but wouldn't allow over 20,000 square feet, which would only allow a one-story motel. He stated that this would be a good project for the area. To allow more flexibility for suites, the proposed square footage was adjusted from 56,000 to 68,000.

Commissioner Whitehead stated that our community really needs this with all the athletes and the new boat house.

Commissioner Martin asked how many floors the Hampton Inn had.

Mr. Kruse stated that he believes the Hampton Inn is four floors.

Commissioner Whitehead moved to recommend approval of the conditional use permit with the 68,000 square foot building; seconded by Commissioner Solis. The vote was unanimous to recommend approval of the conditional use permit.

3. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Staff (Toyota of Clermont)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Planned Commercial District in Lake County) to the City's C-2 General Commercial zoning classification.

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

Staff recommends approval of the transmittal of the large scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.

4. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Toyota of Clermont)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont.

The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Commercial District) to the City's C-2 General Commercial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Commercial designation.

Staff recommends approval of the rezoning to C-2 General Commercial.

Commissioner Solis asked if the county properties will be required to meet City code.

City Attorney Dan Mantzaris stated that this is a newer building and they have a utility agreement, which means they had to build to the City's standards.

Commissioner Martin moved to recommend approval of the large-scale comp plan amendment and rezoning; seconded by Commissioner Whitehead. The vote was unanimous to recommend approval of the large-scale comp plan amendment and rezoning.

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. 2015-12

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

LOCATION

(Alternate Key 1048699 and 3835574) North of S.R. 50, east of Auto Plex Lane, West of the Orange County line, (Toyota of Clermont)

LEGAL DESCRIPTION

Lake Highlands 26-22-26 Beginning at northeast corner of section, run south 0-40-12 west 1183.47 feet to north right-of-way line of S.R. 50, north 89-09-12 west 680.32 feet, north 0-25-53 west to north line of section, east along said north line of section to point of beginning, being tracts 1 & 16, part of tracts 2 and 15A PB 3, PG 52 ORB 2754 Pg 2314, Public Records of Lake County, Florida. Containing 18.48 acres, more or less

AND

Lake Highlands 23-22-26 beginning at southeast corner of section, run north 0-39-25 east 464.58 feet to southerly right-of-way line of railroad, north 66-13-46 west along said southerly right-of-way line of railroad a distance of 780.30 feet, south 0-25-53 east to south line of section, east along said south line to point of beginning, being part of tracts 50A & 63, all of tract 64 - less from southeast corner of section 23 run north 0-39-25 east along east line of southeast ¼ a distance of 464.58 feet to north line of tract 64, north 66-13-46 west along said projection line and north line of said tracts 64 and 50A 780.30 feet, south 0-25-53 east 76.75 feet to a point on south line of 200 feet wide right-of-way for Atlantic Coast Lines railroad right-of-way and point of beginning, run south 66-13-46 east right-of-way line 350.25 feet, north 89-09-48 west 319.54 feet, north 0-25-53 west 136.51 feet to point of beginning, PB4 PG 11, ORB 2754 PG 2314, Public Records of Lake County, Florida.
Containing 9.84 acres, more or less

Total: Containing 28.32 acres, more or less.

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015 and March 10, 2015

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-13 Final Plaza Collina *Table to April 28, 2015*

Requested Action
Move to table Ordinance 2015-13 to April 28, 2015.

Staff Report
Due to an advertising error, this agenda item is requested to be tabled to April 28, 2015. This administrative request is being heard concurrently with requests for a Large Scale Comprehensive Plan Amendment and a Conditional Use Permit (CUP) for a Planned Unit Development (PUD). The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Master Planned Development. The request for a CUP for a PUD will incorporate entitlements for the development secured under the existing Lake County PUD and the Development of Regional Impact (DRI) development order. Staff recommends approval of the annexation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	ANN ORD 2015-13.doc
2. Maps	Plaza Collina Maps.pdf
3. Utility agreement	Plaza Collina Utility Agreement.pdf
4. Legal ad	ANN legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water and Wastewater for the subject property that includes a Notice of Encumbrance to annex, dated February 14, 2006; and

WHEREAS, in accordance with the Clermont Interlocal Service Boundary Agreement dated December 2, 2014, the subject property is eligible to be annexed into the City; 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 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, to-wit:

Legal Description

That part of Sections 24 and 25, Township 22 south, Range 26 east, Lake County, Florida being described as follows:

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89°23’23” east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89°22’05” east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79°9’30” east, along said fence line, 434.24 feet; thence run north 79°05’06” east, 556.22 feet to a non-tangent curve concave to the south; thence run easterly along said curve having a central angle of 8°45’53”, a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86°42’10” east and a chord distance of 284.43 feet; thence

run south 88°54'54" east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 13°57'05", a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81°56'22" east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 18°36'42", a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65°39'28" east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89°22'05" east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 6°35'39", a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48° 19'40" east and a chord distance of 158.59 feet; thence run south 45°1'50" east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31°37'11" west, 328.07 feet; thence run north 58°22'49" west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of 29°47'54", a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46°31'08" west and a chord distance of 102.85 feet; thence run south 61°25'05" west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55°51'45", a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33°29'12" west and a chord distance of 168.63 feet; thence run south 21°26'18" west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87°43'31" west, 50.79 feet; thence run north 84°25'41" west, 469.96 feet; thence run north 89°48'40" west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0°43'31" east, along said west line, 1183.70 feet to the point of beginning.
Containing 141.895 acres, more or less

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50. (Plaza Collina)

SECTION 2.

That the aforedescribed 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.

SECTION 3.

All property aforedescribed 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.

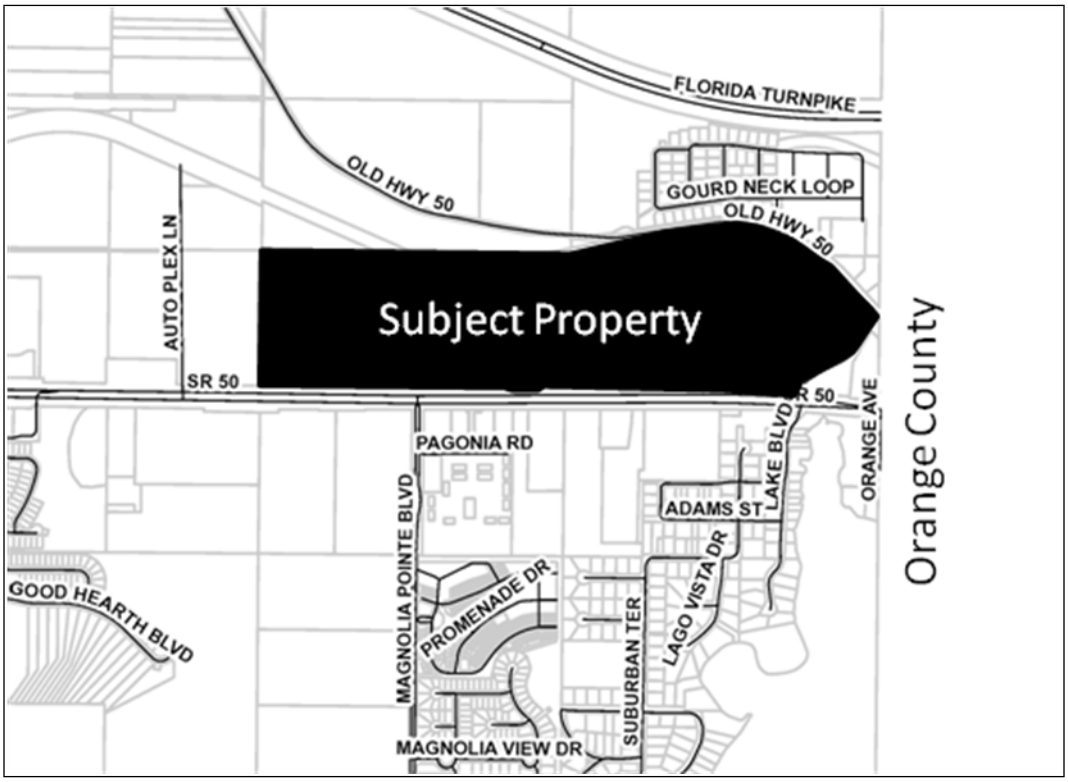
SECTION 5.

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. 2015-13

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Dan Mantzaris, City Attorney

Exhibit - Location Map
Plaza Collina

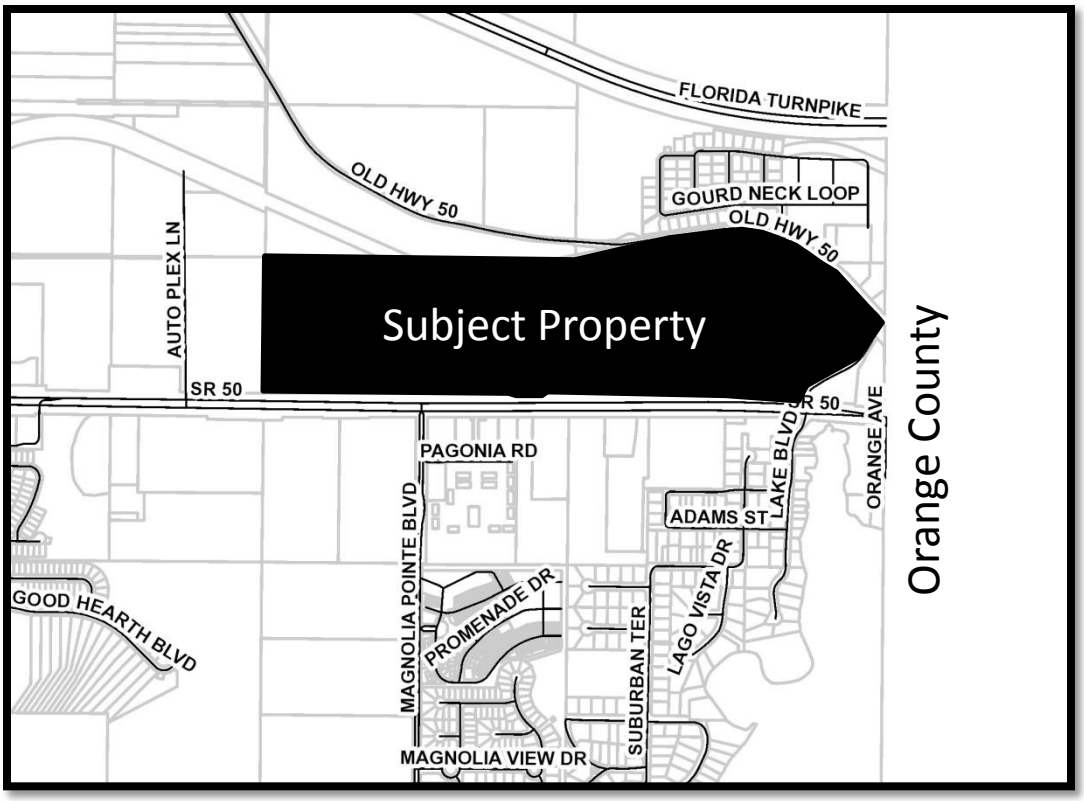


Exhibit – Future Land Use
Plaza Collina

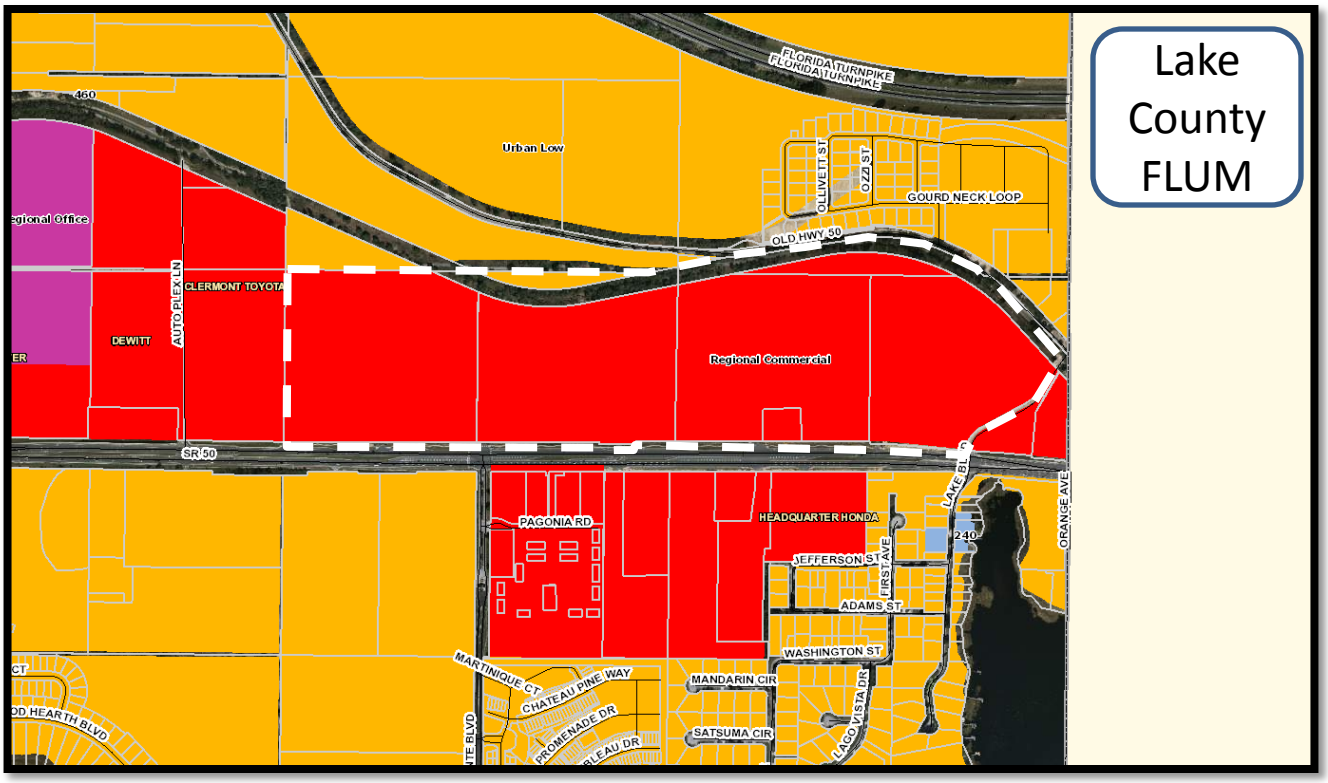
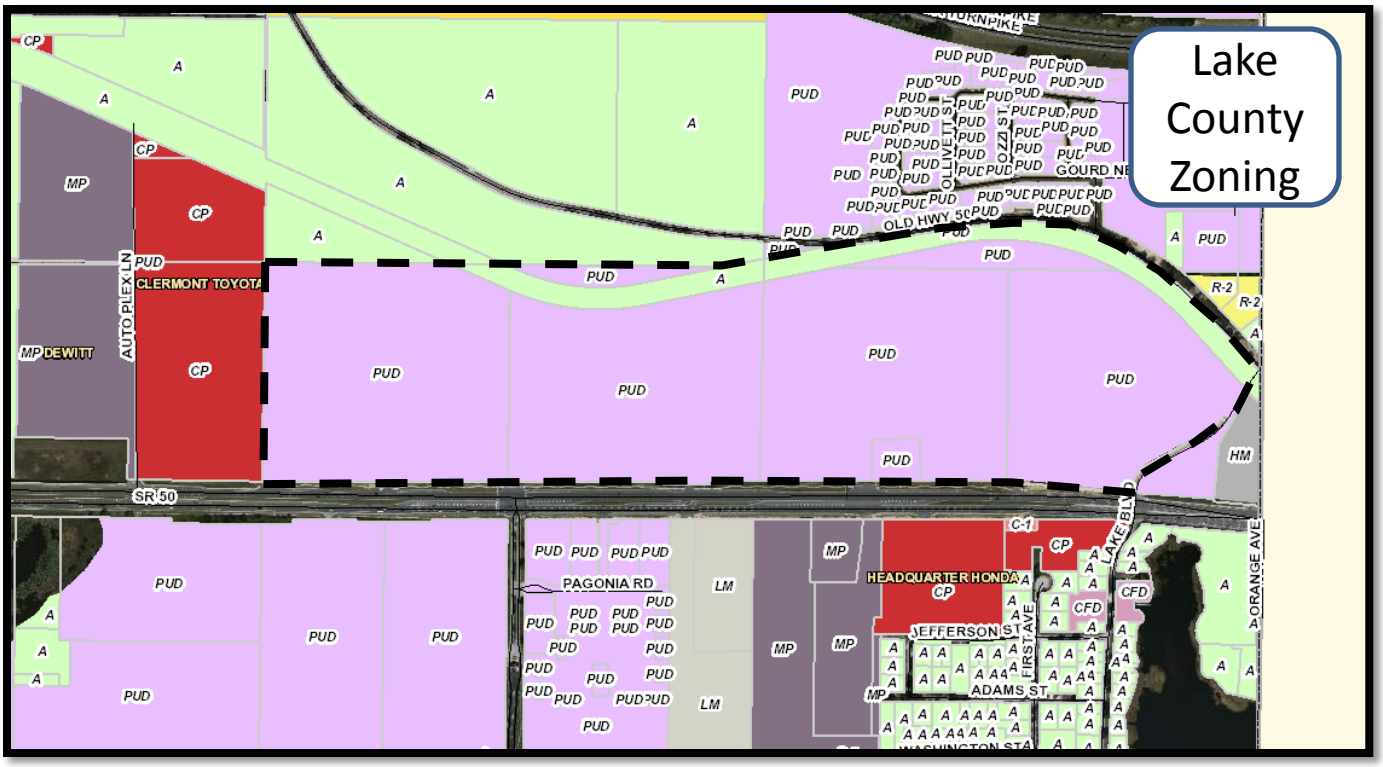
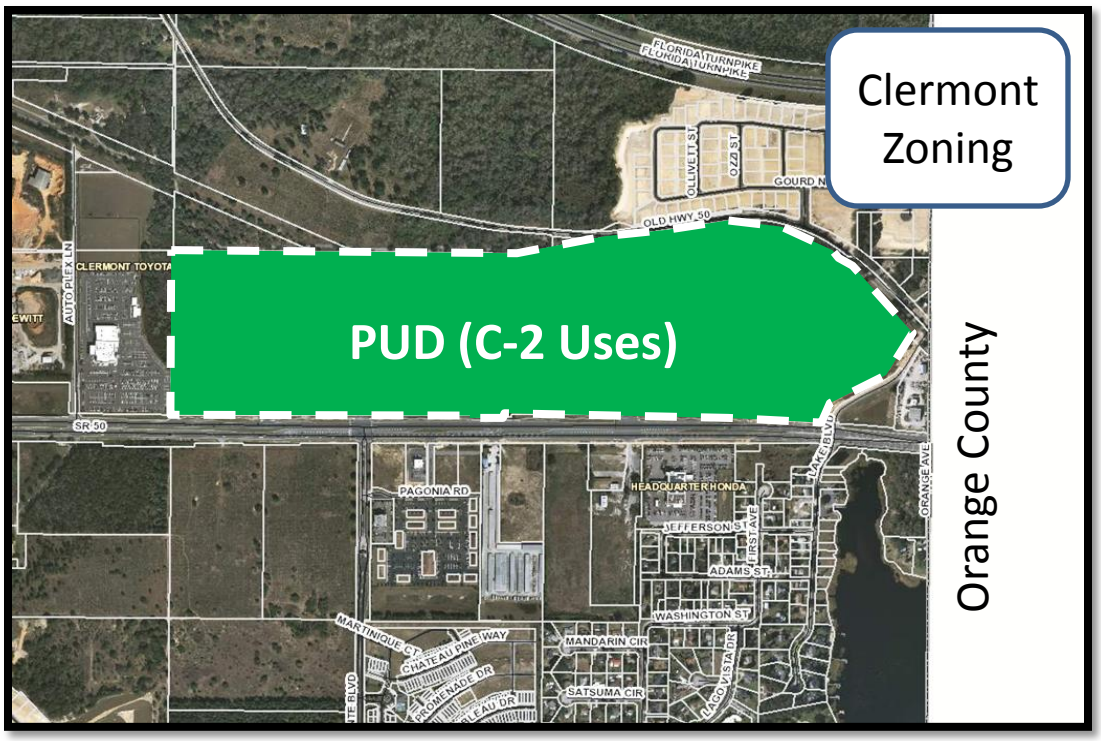


Exhibit – Zoning
Plaza Collina





COPY

WATER AND SEWER UTILITIES AGREEMENT
LAKE COUNTY GATEWAY, LLC

THIS WATER AND SEWER UTILITIES AGREEMENT ("Agreement") is entered into as of the 14 day of February, 2006, between **THE CITY OF CLERMONT**, a Florida municipal corporation, (the "CITY"), and **LAKE COUNTY GATEWAY, LLC**, a Florida limited liability company, and its successors and assigns (the "OWNER").

W I T N E S S E T H

Whereas, the CITY owns and operates water and sewer utility services within its incorporated City boundaries and within a designated utility service district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER owns that certain parcel of land located in Lake County, comprised of approximately 142 acres, as more particularly described on **Exhibit "A,"** attached hereto and incorporated herein by this reference (the "Property"); and

Whereas, the Property is located within the CITY's utility district adopted pursuant to Chapter 180, *Florida Statutes*; and

Whereas, the OWNER is requesting water and sewer service from the City for the Property.

NOW THEREFORE, in consideration of the mutual benefits and the public interest and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and correct, are hereby incorporated herein by reference, and form a material part of this Agreement. All exhibits to this Agreement are hereby deemed a part hereof.

Section 2. Water/Sewer Services.

2.1 CITY shall provide water and sewer service for the Property up to 200,000 gallons per day.

2.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.

2.3 The route of any off-site lines shall be according to engineering plans produced by OWNER and approved by the CITY.

2.4 The OWNER shall construct at its expense the facilities, lines and appurtenances necessary to serve the development, including but not limited to the following off-site improvements:
The water main along SR 50 from the existing connection point to the eastern property boundary, water main extension along Lake Blvd from SR 50 to CR 50, and water main extension along CR 50 from Lake Blvd to CR 455.

2.5 The OWNER shall be responsible for the construction of all on-site and off-site lines and appurtenances not currently constructed and necessary to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until all off-site improvements described in 2.4 above and all necessary water and sewer extensions have been completed and accepted by the CITY.

2.6 The OWNER shall be responsible for all costs of on-site and off-site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances. All improvements shall be constructed in accordance with CITY Land Development Regulations and in accordance with the utility plans for the project as approved by CITY. OWNER shall provide to CITY any and all documentation necessary for the CITY to ascertain that the on-site and off-site improvements meet the minimum line size requirements and specifications as specified by the CITY Land Development Regulations.

2.7 At anytime prior to the approval of the utility plans by CITY, CITY may elect to oversize the lines, improvements or appurtenances for CITY's use in the expansion of its water and sewer system. In accordance herewith, CITY shall provide to the OWNER the specifications regarding sizes which shall be included by OWNER in the final utility improvement plans.

2.8 In the event that the CITY elects to oversize any of the improvements to be constructed by OWNER hereunder, the CITY shall be responsible for the difference in cost of materials to oversize the improvements based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.

2.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.

2.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.

2.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on-site and off-site,

required to serve the Property, with reimbursement for the difference in costs as determined in Section 2.9 from the CITY in the form of Impact Fee Credits.

2.12 Any Impact Fee Credits shall be established subject to Sections 2.9 and 2.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until the credit is used.

2.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 3. Development Standards.

The project shall be developed in accordance with the following Lake County approvals, and any approved variances thereto and as otherwise stipulated in this Agreement or subsequent amendments to this Agreement: Lake County comprehensive plan amendment - Ordinance No. 2006-15, Lake County Development Order for the Plaza Collina Development of Regional Impact – Ordinance No. 2006-16; and Lake County Planned Unit Development zoning amendment – Ordinance No. 2006-17.

Section 4. Annexation.

4.1 OWNER agrees that CITY may annex the Property into the City of Clermont if CITY, in its sole discretion, chooses to do so. In conjunction herewith, OWNER shall provide to CITY a Notice of Encumbrance To Annex Property in a form substantially in compliance with the form set forth in Exhibit "B", attached hereto and incorporated herein. The CITY shall record this Notice in the public records of Lake County whereupon it is agreed it shall serve as an enforceable encumbrance on the real property described in Exhibit "A". The Notice of Encumbrance shall be executed by all owners of the real property describe din Exhibit "A" and shall be accompanied, at OWNER'S expense, by a current certificate of title or opinion letter acceptable to CITY and issued by a licensed title company or attorney identifying all owners in interest of the real property. All land transfers by OWNER shall contain a deed restriction or covenant noting the existence of this encumbrance to annex, such restriction to be recorded as a covenant to run with the land.

4.2 This agreement shall be recorded in the Public Records of Lake County, Florida at cost to OWNER, and this agreement, upon recording, shall constitute an irrevocable application by the undersigned owner to annex the property described on Exhibit 'A', attached hereto, into the City of Clermont, which right to annex the City may exercise at any time in the future.

Section 5. Water and Sewer Improvements.

Upon completion of and acceptance by CITY of all off-site improvements constructed by OWNER, said improvements shall be transferred to and owned by CITY. No on-site improvements contemplated herein shall be transferred to or owned by CITY.

Section 6. **Compliance with City Laws and Regulations.**

Except as otherwise set forth herein, development of the water and sewer utilities for the Property shall be subject to compliance with the City Land Development Regulations and City Code provisions, as amended, as well as regulations of county, state, local, and federal agencies.

Section 7. **Due Diligence.**

The CITY and OWNER agree that they shall commence all reasonable actions necessary to fulfill their obligations hereunder and shall diligently pursue the same throughout the existence of this Agreement.

Section 8. **Enforcement/Effectiveness.** A default by either party under this Agreement shall entitle the other party to all remedies available at law.

Section 9. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be in the Circuit Court of Lake County, Florida.

Section 10. **Binding Effect; Assignability.** This Agreement, once effective, shall be binding upon and enforceable by and against the parties hereto and their assigns. This Agreement shall be assignable by the OWNER without the need for consent by the CITY. The rights and obligations set forth in this Agreement shall run with the land and be binding on all successors and/or assigns. The parties hereby covenant that they will enforce this Agreement and that it is a legal, valid, and binding agreement.

Section 11. **Waiver; Remedies.** No failure or delay on the part of either party in exercising any right, power, or privilege hereunder will operate as a waiver thereof; nor will any waiver on the part of either party of any right, power, or privilege hereunder operate as a waiver of any other right, power, or privilege hereunder; nor will any single or partial exercise of any right, power, or privilege hereunder preclude any other further exercise thereof, or the exercise of any other right, power, or privilege hereunder.

Section 12. **Entire Agreement.** This Agreement sets forth all of the promises, covenants, agreements, conditions, and understandings between the parties hereto, and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. However, the failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the OWNER from complying with the law governing said permitting requirements, conditions, terms or restrictions.

Section 13. **Amendment.** Any amendment to this agreement is not effective unless the amendment is in writing and signed by all parties.

Section 14. **Severability.** In the event that any provision of this agreement shall be held invalid or unenforceable, the provision shall be deleted from this agreement without affecting in any respect whatsoever the validity of the remainder of this agreement.

Section 15. **Notices.** All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

CITY:

Wayne Saunders
City of Clermont
City Manager
P.O. Box 120219
Clermont, Florida 34712-0219

With copy to:

Daniel F. Mantzaris, Esq.
City Attorney
Post Office Box 87
Orlando, Florida 32802-0087

OWNER:

Tom A. Harb
Lake County Gateway, LLC
7954 Sand Lake Road
Orlando, Florida 32819

With a copy to:

Cecelia Bonifay, Esq.
Akerman Senterfitt
131 West Main Street
Tavares, Florida 32778

[Signature blocks appear on following page.]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first above written.

CITY:

CITY OF CLERMONT, a Florida municipal corporation

Attest: _____
Tracy Ackroyd, City Clerk

By: _____
Name: Harold Turville, Jr
Its: Mayor

OWNER:

LAKE COUNTY GATEWAY, LLC, a Florida limited liability company

Witnesses:

Kimberly Ross
Name: Kimberly Ross

Name: Raquel Beasley

By: _____
Name: Tom A. Harb
Its: Managing Member

STATE OF FLORIDA
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Tom A. Harb, as Managing Member of Lake County Gateway, LLC, a Florida limited liability company, ~~who provided identification in the form of _____~~ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this 29th day of March, ~~2005.~~ 2006.

_____
Notary Public

COLETTE L. WHARTON
Notary Public, State of Florida
My comm expires Dec 05, 2007
No DD268936
Bonded thru Ashton Agency Inc (800)451-4854

EXHIBIT "A"

Legal Description

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No.50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Exhibit B

Notice of Encumbrance
to Annex to City of Clermont

City of Clermont
City Manager
685 W. Montrose Street
Clermont, FL 34712

THIS INSTRUMENT, Made this 14 day of February, 2006, between Lake County Gateway, LLC, a Florida limited liability company Grantor, and the CITY OF CLERMONT, FLORIDA, a Florida municipal corporation, Grantee:

WITNESSETH, NOTICE is given that heretofore or contemporaneously herewith Grantor has petitioned the Grantee for it to permit voluntary annexation of Grantor's property below described into the corporate limits of the City of Clermont, and

GRANTOR, for and in consideration of the sum of ONE and 00/100 ($1.00) and other good and valuable consideration to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, DOES HEREBY ENCUMBER the below - described real property situate, lying and being in Lake County, Florida with the absolute requirement that the subject real property may be, at the sole discretion, and upon request of Grantee, annexed into the city limits of the City of Clermont at such time that the annexation of said real property is in accordance with applicable law,

GRANTOR, further agrees, on his/hers/theirs/its own behalf and that of Grantors' heirs and assigns to perform all ministerial functions necessary of the Grantor or Grantor's heirs and/or assigns (as the case may be) then required by law to enable the described real property to be incorporated into the city limits of the City of Clermont and where such ministerial functions consist of a simple written request or the renewal of the petition of which notice is given above, then this instrument shall be considered such request and/or renewal. The subject property is described as:

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°57'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No.50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.96 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 141.895 ACRES MORE OR LESS.

Grantor is used for singular or plural, as the context requires. IN WITNESS THEREOF, GRANTOR has hereunto set Grantor's hand and seal the day and year first above written.

PROPERTY OWNER(S):

1. _____
Signature

_____
Type or print name

2. _____
Signature

_____
Type or print name

WITNESSES (Two required):

1. Kimberly A Ross
Signature
Kimberly A Ross
Type or print name

1. _____
Signature
Karen Castel
Type or print name

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me on this 29th day of March, 2006 by A. Tom Hair, who is personally known to me ~~or who has produced _____ as identification~~ and who did not take an oath.

SEAL:

COLETTE L. WHARTON
Notary Public, State of Florida
My comm. expires Dec. 05, 2007
No. DD268936
Bonded thru Ashton Agency, Inc. (800)451-4854

Notary Public _____ Type/print name Colette L. Wharton

Pursuant to Section 695.29(3)(f): this instrument exempt from Chapter 695, F.S.,; Prepared by a Public Officer, City Attorney, City of Clermont, Florida 34712

FUND TITLE CERTIFICATE

An examined search for the issuance of title insurance underwritten by Attorneys' Title Insurance Fund, Inc.

Fund File Number: 12-2006-0779

Provided For: Page Law Firm LLC *Agent's File Reference:* LAKE COUNTY GATEWAY

Amount of Insurance: *OWNER'S:* To Be Determined
Not to Exceed $3,000,000.00 *MORTGAGEE:*

Effective Date of Search: March 28, 2006 *at* 11:00 PM

Description of Real Property to be Insured situated in Lake *County, Florida.*

See Exhibit A attached.

Record Title Vested in: Lake County Gateway, LLC, a Florida limited liability company *by* Trustee's Deed's

Recorded in: O.R. Book 2585, Page 514, O.R. Book 2676, Page 2411

This certificate is issued exclusively for the writing of a title insurance commitment and/or policy on Attorneys' Title Insurance Fund, Inc. No liability is assumed if used for any other purpose. Liability for this certificate expires six (6) months from date of issue if no commitment or policy has by then been issued by one of the aforementioned companies.

Prepared this 3rd day of April, 2006. *Attorneys' Title Insurance Fund, Inc.*

Prepared by: Debbie Miller
Typist: Debbie Miller

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXCEPTIONS

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*

2. *Rights or claims of parties in possession not shown by the public records.*

3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*

4. *Easements or claims of easements not shown by the public records.*

5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

   (Unless satisfactory evidence is presented to The Fund member agent eliminating the need for exceptions one through five, said exceptions should be made a part of any Fund commitment or final policy.)

6. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*

   (a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and

   (b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)

7. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*

8. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.*

9. All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 8, Page(s) 84, Public Records of Lake County, Florida.

10. All matters contained on the Plat of Edgewater Beach, as recorded in Plat Book 9, Page(s) 19, Public Records of Lake County, Florida.

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

11. All matters contained on the Plat of A Replat of part of Edgewater Beach, as recorded in Plat Book 10, Page(s) 44, Public Records of Lake County, Florida.

12. All matters contained on the Plat of Lake Highlands Company, as recorded in Plat Book 3, Page(s) 24, Public Records of Lake County, Florida.

13. All matters contained on the Plat of Lake Highlands Company of Section 25, Township 22 S, Range 26 E, as recorded in Plat Book 3, Page(s) 50, Public Records of Lake County, Florida.

14. Easement in favor of Florida Power Corporation contained in instrument recorded July 20, 1988, in O.R. Book 973, Page 586, Public Records of Lake County, Florida.

15. Nonexclusive Utilities Easement in favor of City of Clermont contained in instrument recorded October 17, 1997, in O.R. Book 1554, Page 2430, Public Records of Lake County, Florida.

16. Non-Exclusive Easement in favor of Lake County contained in instrument recorded October 12, 2005, in O.R. Book 2976, Page 513, Public Records of Lake County, Florida.

17. Ordinance #2006-17 recorded in O.R. Book 3096, Page 1402, Public Records of Lake County, Florida.

18. Ordinance No. 2006-16 recorded in O.R. Book 3096, Page 1425, Public Records of Lake County, Florida.

19. Ordinance No. 2006-15 recorded in O.R. Book 3096, Page 1457, Public Records of Lake County, Florida.

20. Mortgage to Peoples First Community Bank, mortgagee(s), recorded under O.R. Book 2585, Page 519, Public Records of Lake County, Florida.

21. Assignment of Leases, Rents and Profits filed June 2, 2004, in O.R. Book 2585, Page 542, Public Records of Lake County, Florida.

22. UCC Financing Statement between Lake County Gateway, LLC and Hunter's Trace Investments, Inc. and Peoples First Community Bank as recorded in O.R. Book 2585, Page 550, Public Records of Lake County, Florida.

23. The Fund has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No Fund policy may be issued in an amount of $3,000,000.00 or greater without specific Underwriting approval.

Unless stated otherwise, the property described herein has legal access.

Proposed Purchaser/Mortgagor:

N/A

A 20-year name search was performed on the proposed purchaser/mortgagor for unsatisfied judgments and tax liens (state and federal and other liens for the recovery of money) and personal names were

FUND TITLE CERTIFICATE

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checked for unrestored incompetency and for guardianship proceedings, ALL OF WHICH RESULTED IN THE FOLLOWING:

None

The status of corporations and limited partnerships has not been verified with any applicable governmental agencies or other authorities.

This certificate does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

In order for the title to be insured by The Fund, it must be examined between the effective date of this certificate and the recording date(s) of the instrument(s) on which the policy is based.

FUND TITLE CERTIFICATE

Fund File Number: 12-2006-0779

EXHIBIT A

THAT PART OF SECTIONS 24 AND 25, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25, AS THE POINT OF BEGINNING; THENCE RUN S 89°23'23" E, ALONG THE NORTH LINE THEREOF, 2690.33 FEET TO THE NORTH 1/4 OF SAID SECTION 25; THENCE RUN S 89°22'05" E, CONTINUING ALONG SAID NORTH LINE, 50.07 FEET TO A BARBED WIRE FENCE LINE; THENCE RUN N 79°9'30" E, ALONG SAID FENCE LINE, 434.24 FEET; THENCE RUN N 79°05'06" E, 556.22 FEET TO A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 8°45'53", A RADIUS OF 1861.14 FEET, AN ARC LENGTH OF 284.70 FEET, A CHORD BEARING OF N 86°42'10" E AND A CHORD DISTANCE OF 284.43 FEET; THENCE RUN S 88°54'54" E, 67.39 FEET TO A CURVE CONCAVE TO THE SOUTH; THENCE RUN EASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 13°59'05", A RADIUS OF 1045.00 FEET, AN ARC LENGTH OF 254.46 FEET, A CHORD BEARING OF S 81°56'22" E AND A CHORD DISTANCE OF 253.83 FEET TO A COMPOUND CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 18°36'42", A RADIUS OF 1413.77 FEET, AN ARC LENGTH OF 459.24 FEET, A CHORD BEARING OF S 65°39'28" E AND A CHORD DISTANCE OF 457.23 FEET TO THE AFORESAID NORTH LINE OF SECTION 25; THENCE RUN S 89°22'05" E, ALONG SAID NORTH LINE, 65.88 FEET TO THE MAINTAINED WEST RIGHT OF WAY OF OLD STATE ROAD No.50, SAID LINE BEING A CURVE CONCAVE TO THE SOUTHWEST; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 6°35'39", A RADIUS OF 1378.71 FEET, AN ARC LENGTH OF 158.68 FEET, A CHORD BEARING OF S 48°19'40" E AND A CHORD DISTANCE OF 158.59 FEET; THENCE RUN S 45°1'50" E, CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE, 585.49 FEET TO THE WEST RIGHT OF WAY LINE OF LAKE BOULEVARD; THENCE RUN THE FOLLOWING SIX COURSES AND DISTANCES ALONG SAID WEST RIGHT OF WAY LINE: S 31°37'11" W, 328.07 FEET; THENCE RUN N 58°22'49" W, 5.00 FEET TO A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 29°47'54", A RADIUS OF 200.00 FEET, AN ARC LENGTH OF 104.02 FEET, A CHORD BEARING OF S 46°31'08" W AND A CHORD DISTANCE OF 102.85 FEET; THENCE RUN S 61°25'05" W, 366.55 FEET TO A CURVE CONCAVE TO THE EAST; THENCE RUN SOUTHERLY ALONG SAID CURVE HAVING A CENTRAL ANGLE OF 55°51'45", A RADIUS OF 180.00 FEET, AN ARC LENGTH OF 175.50 FEET, A CHORD BEARING OF S 33°29'12" W AND A CHORD DISTANCE OF 168.63 FEET; THENCE RUN S 21°26'18" W, 11.08 FEET TO THE NORTH RIGHT OF WAY LINE OF STATE ROAD No. 50; THENCE RUN FOLLOWING THREE COURSES AND DISTANCES ALONG SAID NORTH LINE: N 87°43'31" W, 50.79 FEET; THENCE RUN N 84°25'41" W, 469.56 FEET; THENCE RUN N 89°48'40" W, 4157.41 FEET TO THE WEST LINE OF AFORESAID SECTION 25; THENCE RUN N 0°43'43" E, ALONG SAID WEST LINE, 1183.70 FEET TO THE POINT OF BEGINNING.

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-13

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND IN ACCORDANCE WITH THE INTERLOCAL SERVICE BOUNDARY AGREEMENT DATED DECEMBER 2, 2014; PROVIDING FOR AN EFFECTIVE DATE; SEVERABILITY; RECORDING, AND PUBLICATION.

LOCATION:

(Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381) North of S.R. 50, West of the Orange County line, South of Old Highway 50

LEGAL DESCRIPTION

That part of Sections 24 and 25, Township 22 south, Range 26 east, Lake County, Florida being described as follows:

Commence at the northwest corner of said section 25, as the point of beginning; thence run south 89o23’23” east, along the north line thereof, 2690.33 feet to the north ¼ of said section 25; thence run south 89o22’05” east, continuing along said north line, 50.07 feet to a barbed wire fence line; thence run north 79o9’30” east, along said fence line, 434.24 feet; thence run north 79o05’06” east, 556.22 feet to a non-tangent curve concave to the south; thence run easterly along said curve having a central angle of 8o45’53”, a radius of 1861.14 feet, an arc length of 284.70 feet, a chord bearing of north 86o42’10” east and a chord distance of 284.43 feet; thence run south 88o54’54” east, 67.39 feet to a curve concave to the south; thence run easterly along said curve having a central angle of 13o57’05”, a radius of 1045.00 feet, an arc length of 254.46 feet, a chord bearing of south 81o56’22” east and a chord distance of 253.83 feet to a compound curve concave to the southwest; thence run southeasterly along said curve having a central angle of 18o36’42”, a radius of 1413.77 feet, an arc length of 459.24 feet, a chord bearing of south 65o39’28” east and a chord distance 457.23 feet to the aforesaid north line of section 25; thence run south 89o22’05” east, along said north line, 65.88 feet to the maintained west right of way of Old State Road 50, said line being a curve concave to the southwest; thence run southeasterly along said curve having a central angle of 6o35’39”, a radius of 1378.71 feet, an arc length of 158.68 feet, a chord bearing of south 48o 19’40” east and a chord distance of 158.59 feet; thence run south 45o1’50” east, continuing along said maintained right of way line, 585.49 feet to the west right of way line of Lake Boulevard; thence run the following six courses and distances along said west right of way line: south 31o37’11” west, 328.07 feet; thence run north 58o22’49” west, 5.00 feet to a non-tangent curve concave to the northwest; thence run southwesterly along said curve having a central angle of

29o47’54”, a radius of 200.00 feet, an arc length of 104.02 feet, a chord bearing of south 46o31’08” west and a chord distance of 102.85 feet; thence run south 61o25’05” west, 366.55 feet to a curve concave to the east; thence run southerly along said curve having a central angle of 55o51’45”, a radius of 180.00 feet, an arc length of 175.50 feet, a chord bearing of south 33o29’12” west and a chord distance of 168.63 feet; thence run south 21o26’18” west, 11.08 feet to the north right of way line of S.R. 50; thence run following three courses and distances along said north line: north 87o43’31” west, 50.79 feet; thence run north 84o25’41” west, 469.96 feet; thence run north 89o48’40” west, 4157.41 feet to the west line of aforesaid section 25; thence run north 0o43’31” east, along said west line, 1183.70 feet to the point of beginning.
Containing 141.895 acres, more or less

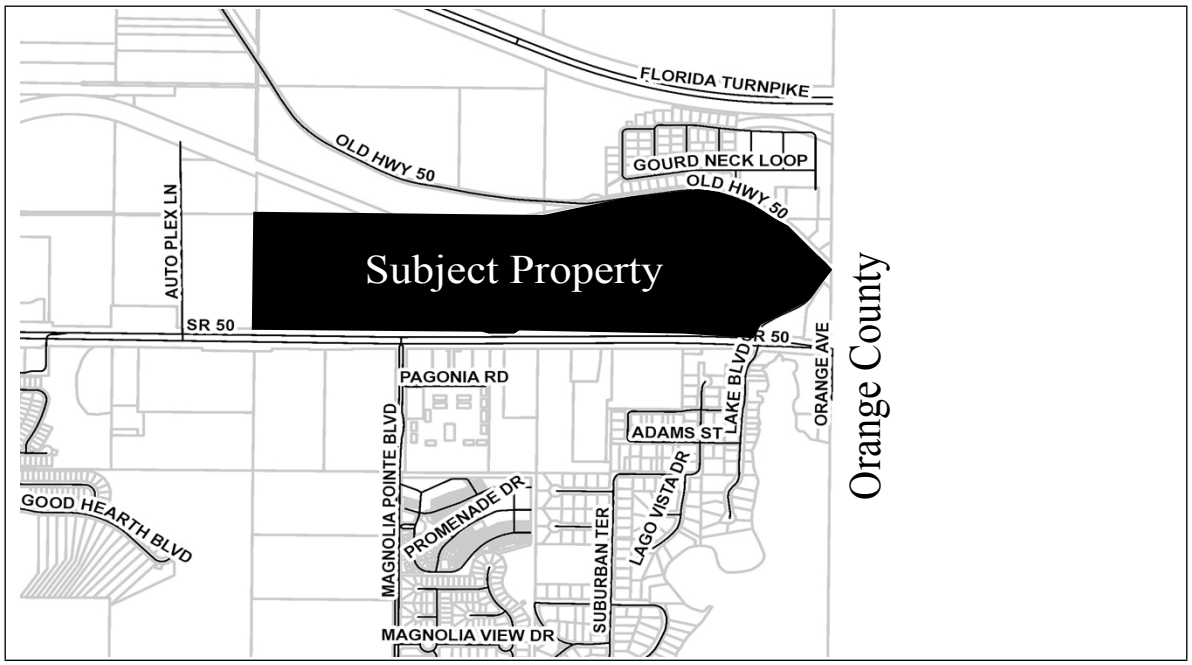
See Map Below
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
March 10 and 17, 2015

Location Map:



CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-17; *Final* Dougherty

Requested Action
Move to approve Ordinance 2015-17.

Staff Report
The applicant is requesting the annexation of an undeveloped 7 +/- acre parcel located on the south side of Highway 50 approximately a half mile east of Highway 27. The property is within the City's Joint Planning Area and its Interlocal Service Boundary Agreement area. It is contiguous to the City on three sides--east, west and north of the subject property. Water and sewer are available to serve the property, and the site would be developed to City code. Annexation of this property is consistent with the Goals, Objectives and Policies of the comprehensive plan. Staff recommends approval of the annexation.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	ANN ORD 2015-17.doc
2. Maps	Dougherty Maps.pdf
3. Application	ANN application.pdf
4. Legal ad	ANN legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-17

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

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.
Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Ave., East of Ford of Clermont.

SECTION 2.

That the aforedescribed 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.

SECTION 3.

All property aforedescribed 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. 2015-17

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Dan Mantzaris, City Attorney

Exhibit - Location Map
Rocky Mount Development

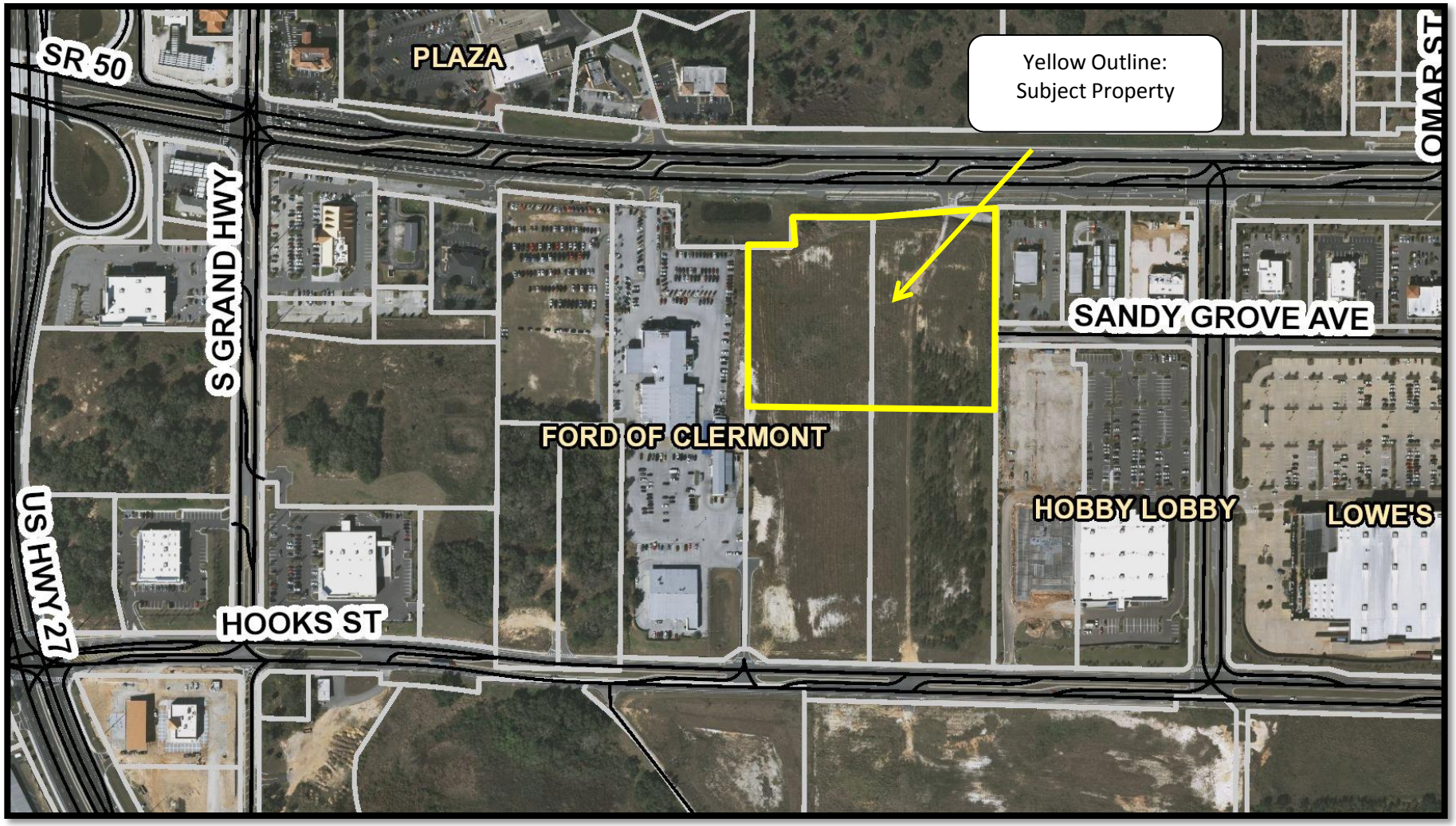


Exhibit – City of Clermont – Future Land Use Map
Rocky Mount Development

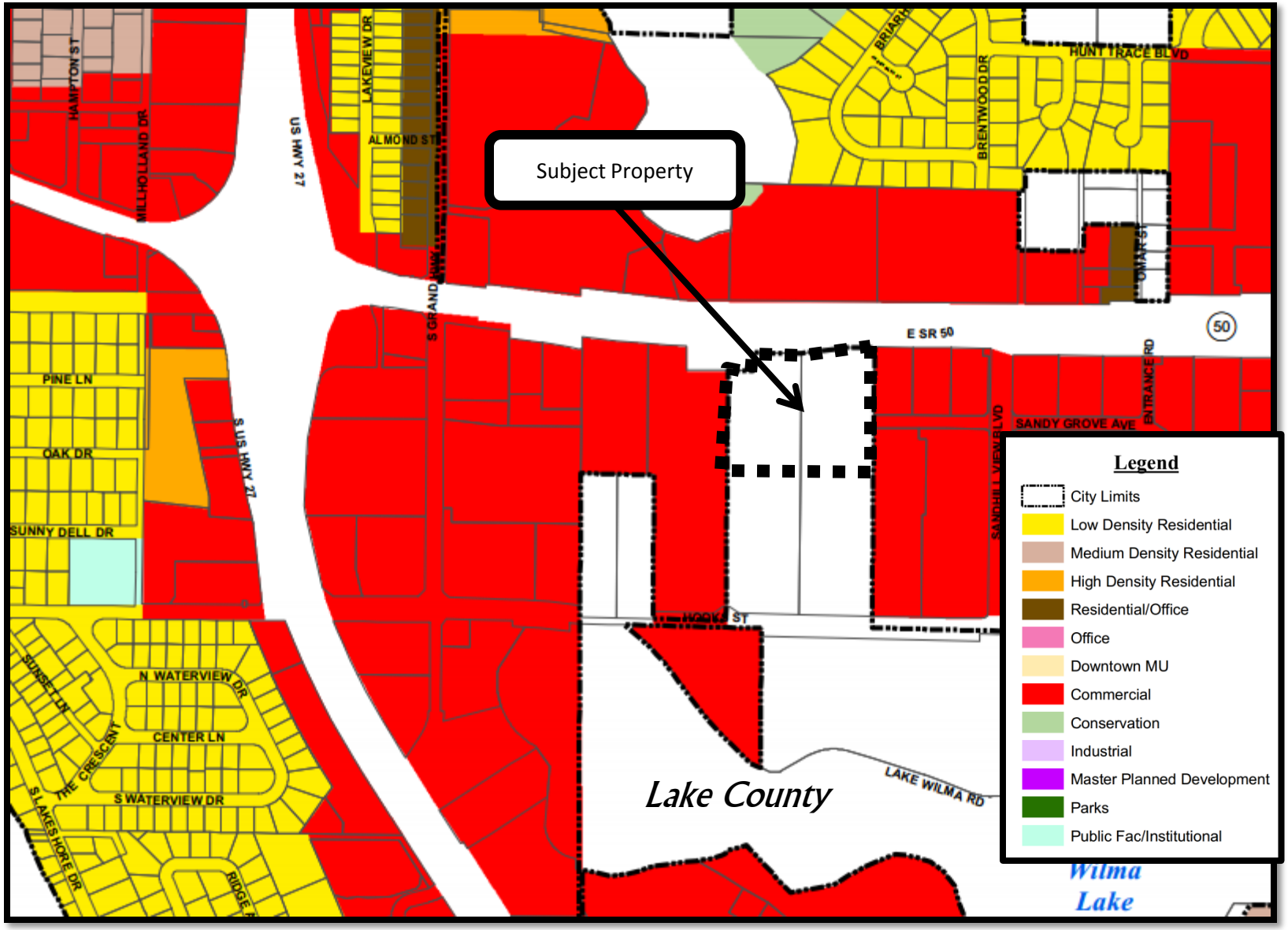
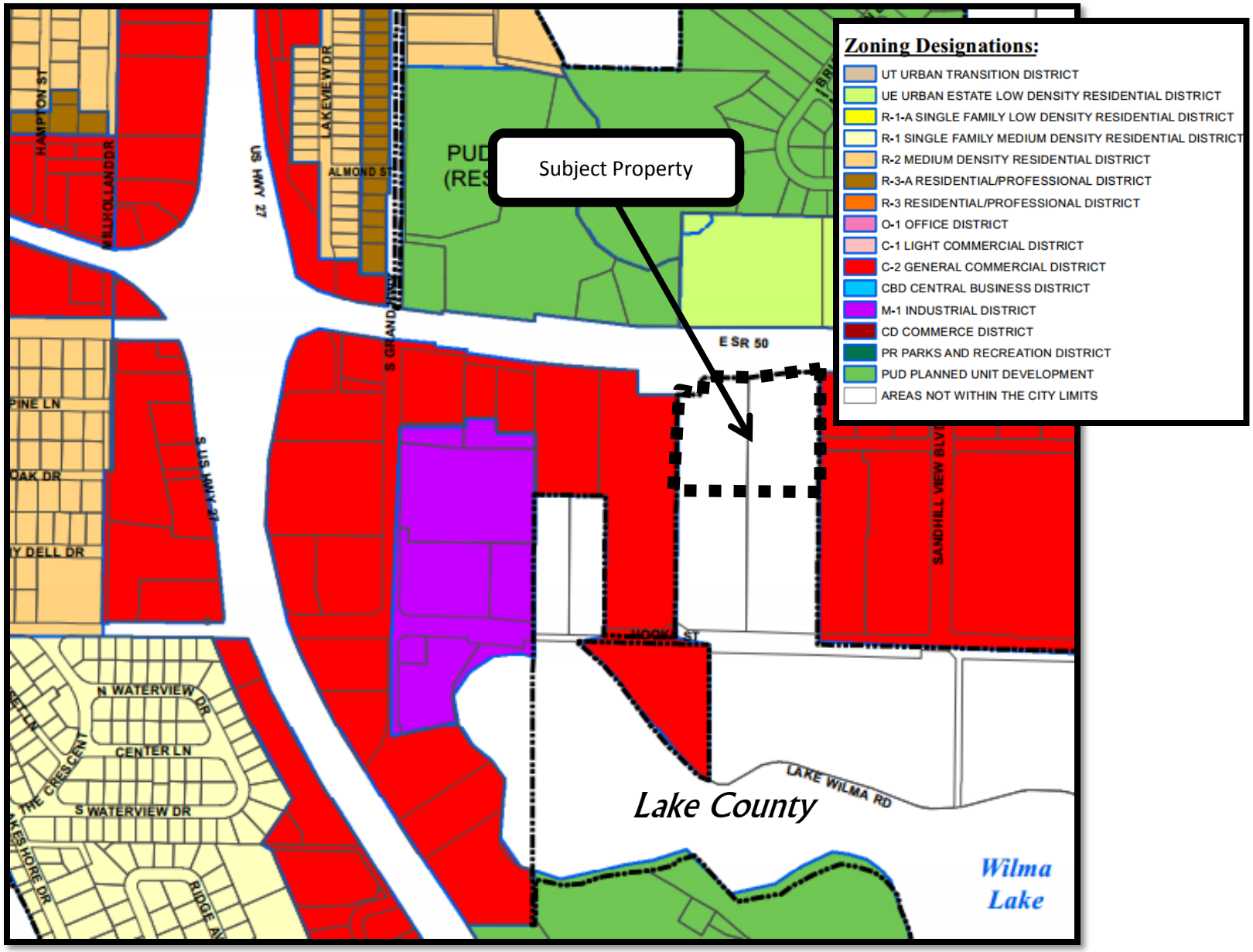


Exhibit – City of Clermont – Zoning Map
Rocky Mount Development



CITY OF CLERMONT
ANNEXATION
APPLICATION & PETITION

DATE: January 29, 2015 FEE: $50.00

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

PROJECT NAME (if applicable): _____

APPLICANT: Rocky Mount Development Co., Inc.

Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

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

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: South side of SR 50 at the west end of Sandy Grove Avenue, just east of Ford of Clermont

Area of property: 7 +/- +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: Agricultural

The property is PROPOSED to be used for: Commercial usage

Existing Lake County Land Use*: Regional Commercial

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: None

State the reason or basis for this request: Owner desires annexation in order to utilize city utilities for new businesses.

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

Section 29, Township 22, Range 26

29-22-26, Begin at NE corner of that part of Lake Highlands Plat, Tract 22, that is South of F.D.O.T. ROW, thence run 500' South along the East boundary of said Tract, then run North 89-39-36 West to the West boundary of said Tract, then North to R.D.O.T. ROW, thence East along said F.D.O.T. Row to POB, Lake County, FL
*Note Parcel No. provided by Lake County incorrectly indicates Section 9, not 29.

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 2nd day of February, 2018.

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

Tom K. Dougherty Tom K. Dougherty
Landowner (Petitioner)

2/2/18
Date

Notary Public

09/21/18
My Commission Expires

TERESA STUDDARD
MY COMMISSION # FF 161523
EXPIRES: September 21, 2018
Bonded Thru Notary Public Underwriters

OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 2/2/15

Before me, the undersigned authority personally appeared Tom K. Dougherty _____ (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.

2. That said authority desires an ANNEXATION to allow:
utilization of City of Clermont utilities.

3. That said authority (owner) has appointed (agent's name) _____ to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

   A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

   B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X Tom K. Dougherty
Owner (signature)

Sworn to and subscribed before me this 2nd day of Feb., 2015.

Notary Public, State of FL
My commission expires:

X _____
Agent's (signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public, State of FL
My commission expires:

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

TERESA STUDDARD
MY COMMISSION # FF 161523
EXPIRES: September 21, 2018
Bonded Thru Notary Public Underwriters

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday March 24, 2015 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2015-17

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:

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.
Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

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
March 10 and 17, 2015

Location Map:

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-18; *Final* Dougherty

Requested Action
Move to approve Ordinance 2015-18.

Staff Report
The applicant is requesting a future land use amendment to change the 7+/- acre parcel from Lake County Regional Commercial to the City's Commercial future land use category. The subject parcel is located on the south side of Highway 50 approximately a half mile east of Highway 27. The property is currently vacant with planted pines. The applicant is proposing to develop the parcel as a commercial development fronting Highway 50. The applicant has also submitted applications for annexation and rezoning to C-2 Commercial. The subject parcel is contiguous to the City on three sides. The existing future land use in this area is predominantly commercial. The property has City utilities available and would be developed to City standards. The City's comprehensive plan policies support this request. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial. *At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the small-scale comprehensive plan amendment and rezoning; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval of the small-scale comprehensive plan amendment and rezoning.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	CPA Ord. 2015-18.doc
2. Maps	Dougherty Maps.pdf
3. Site	Site.pdf
4. Commercial FLU	Commercial FLU.pdf
5. Minutes	P&Z Minutes.pdf
6. Application	CPA application.pdf

7.	Legal ad	CPA Ad.docx

ORDINANCE No. 2015-18

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

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.
Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Ave., East of Ford of Clermont

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY REGIONAL COMMERCIAL
TO CITY OF CLERMONT COMMERCIAL

Section 2.

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

Section 3.

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

Section 4.

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

CITY OF CLERMONT
ORDINANCE No. 2015-18

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March, 2015.

_____
Gail L. Ash, Mayor

ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Rocky Mount Development

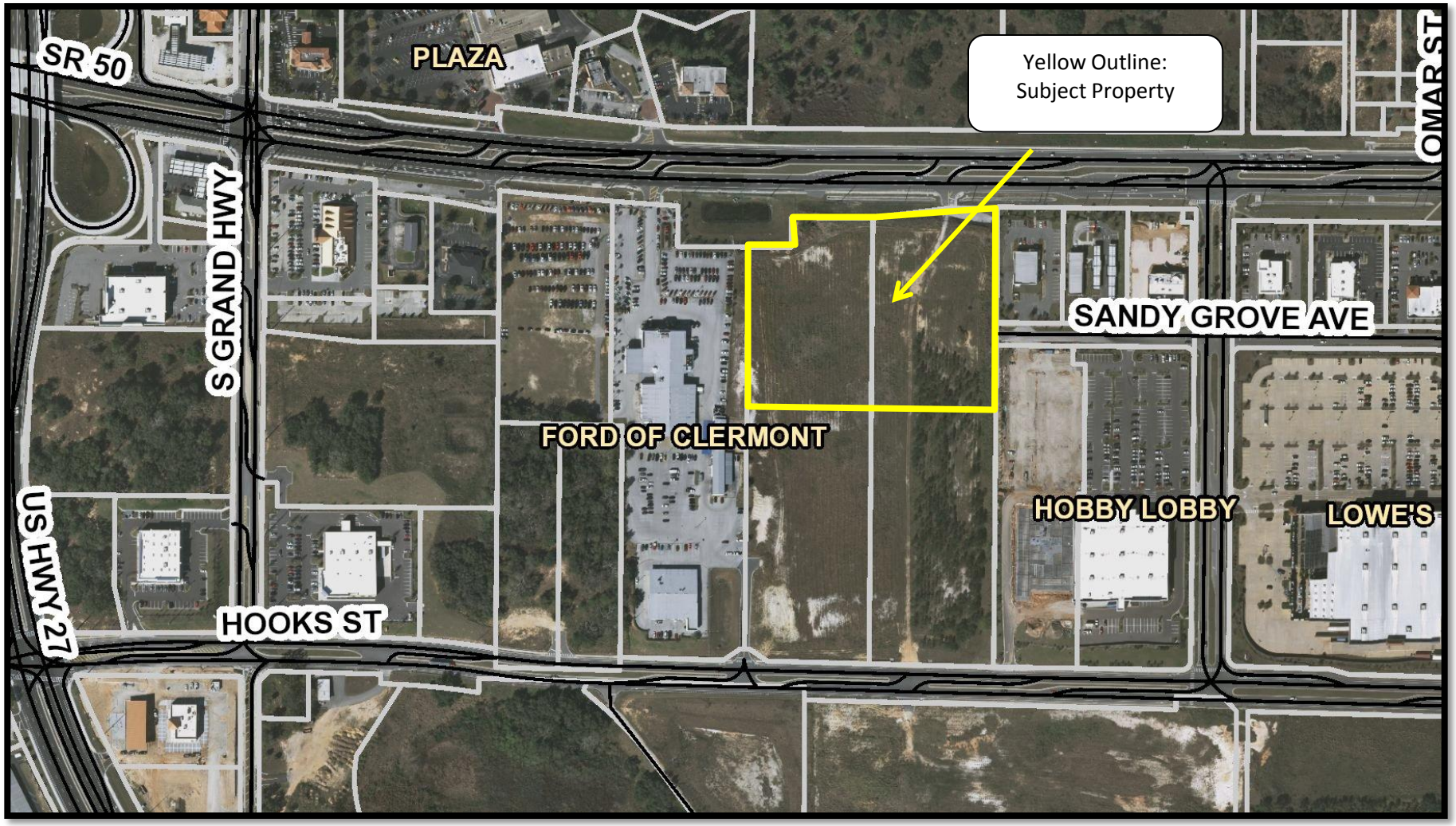


Exhibit – City of Clermont – Future Land Use Map
Rocky Mount Development

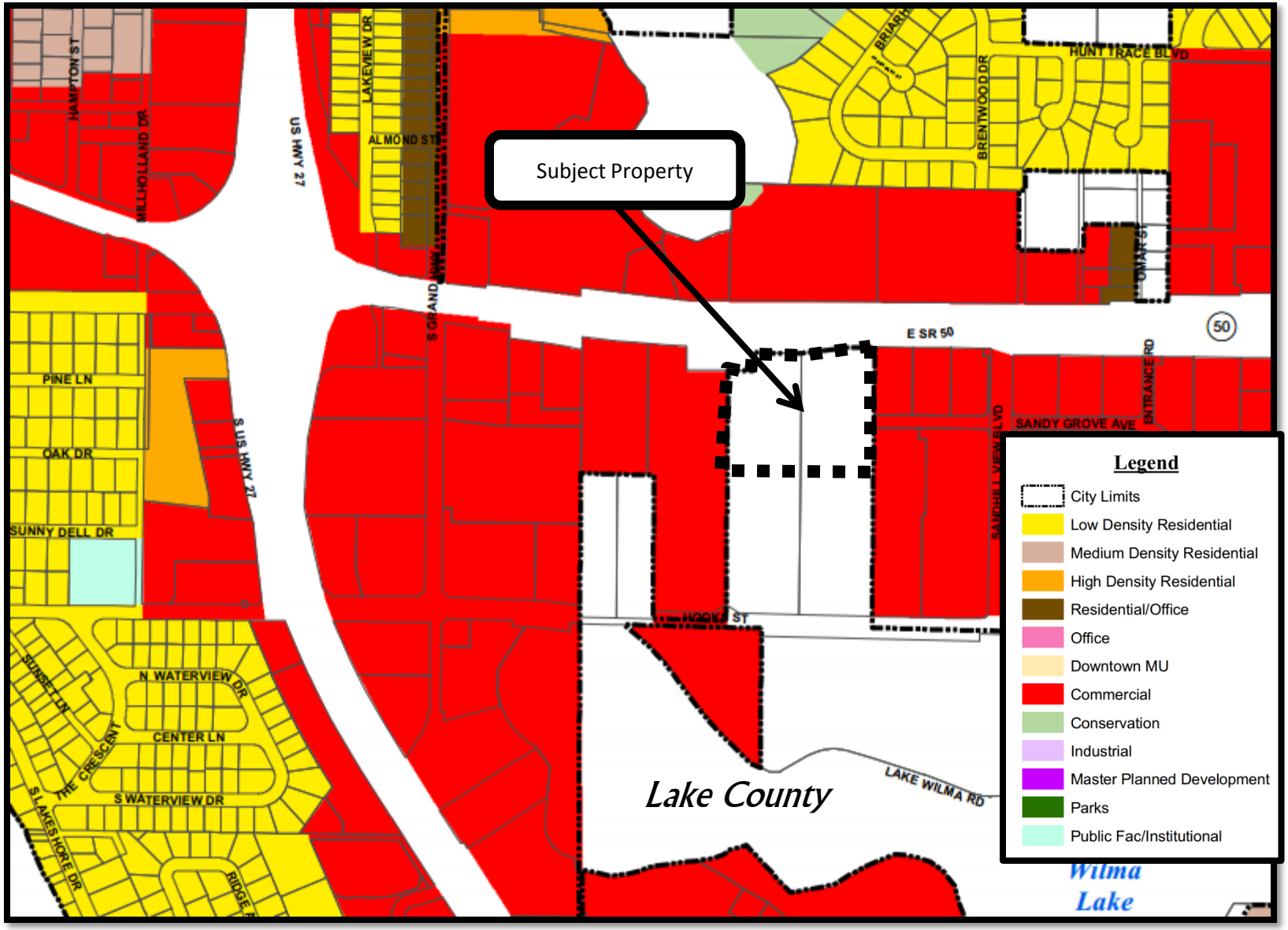
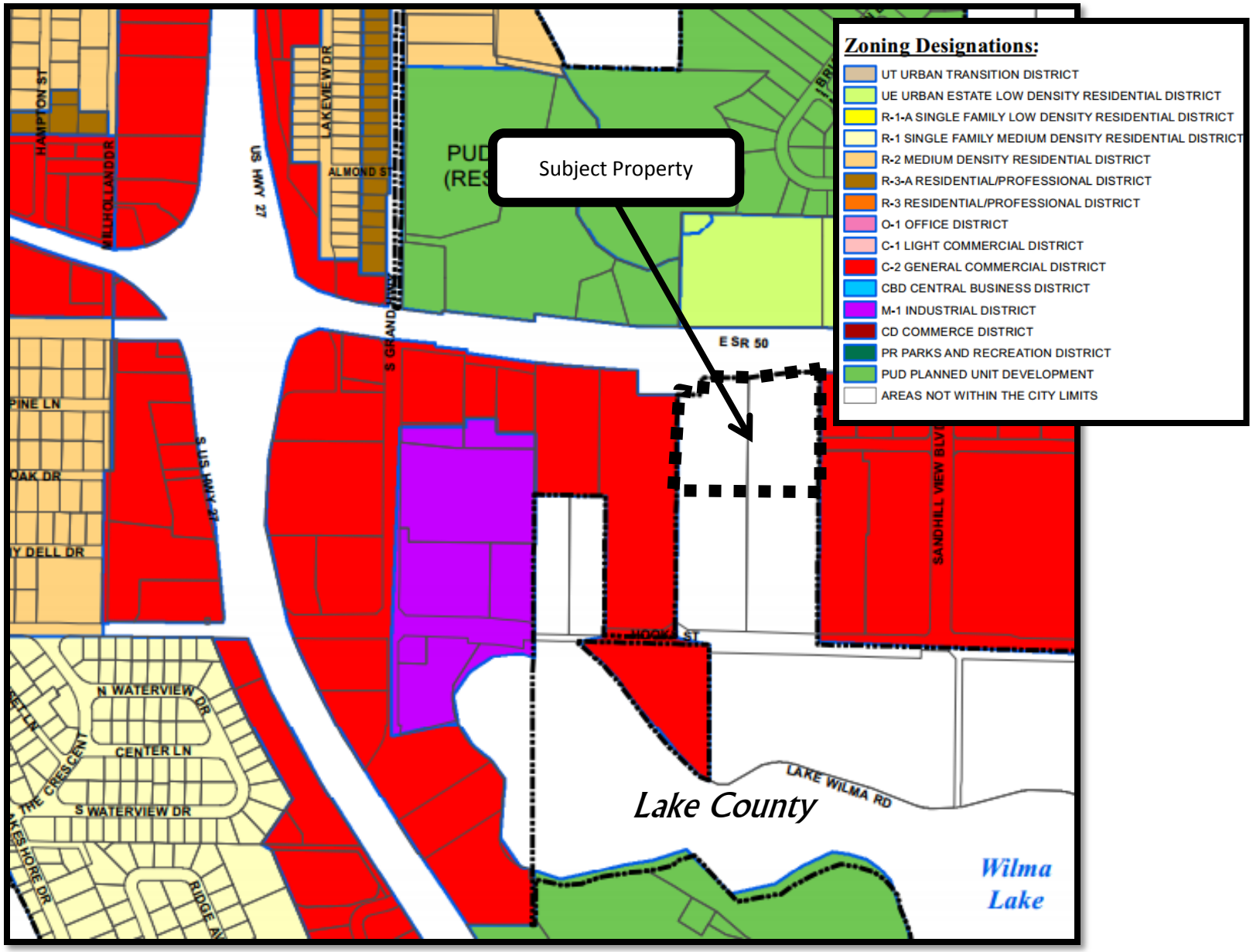


Exhibit – City of Clermont – Zoning Map
Rocky Mount Development



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CONCEPTUAL MASTER PLAN

S.R. 50 COMMERCIAL SUBDIVISION

Section 9; Township 22S; Range 26E, Lake County, Florida

DATE: Sept. 2014

JOB NO. 14-018

SHEET 1 of 1

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
732 4th STREET, CLERMONT, FL 34711
(352) 394-3759
CA#: 5374
RMcCoyPE@att.net

Rhoden Land Surveying, Inc.
480 East Minneola Ave.
Clermont, Florida 34711
(352) 394-6205

NO.	DATE	DESCRIPTION

REVISIONS

Legal description for Annexation into Clermont City Limits by Rocky Mount Development Co., Inc.

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

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

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

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

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

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

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

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

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

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

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

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

5. REQUEST FOR LARGE SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Staff (Plaza Collina)

Item tabled to April 7, 2015 meeting.

6. REQUEST FOR REQUEST

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Plaza Collina)

Item tabled to April 7, 2015 meeting.

7. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Dougherty

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a future land use amendment to change the 7+/- acre parcel from Lake County Regional Commercial to the City's Commercial future land use category. The subject parcel is located on south side of Highway 50 approximately a half mile east of Highway 27. The property is currently vacant with planted pines. The applicant is proposing to develop the parcel as a commercial development fronting Highway 50. The applicant has also submitted applications for annexation and rezoning to C-2 Commercial.

The subject parcel is contiguous to the City on three sides. The existing future land use in this area is predominantly Commercial. The property has City utilities available and would be developed to City standards. The City's comprehensive plan policies support this request.

Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial.

8. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Dougherty

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is proposing a commercial development consisting of 7 +/- acres on the south side of Highway 50, approximately a half mile east of Highway 27. The property currently has planted pines and is in unincorporated Lake County. The applicant has also submitted applications for annexation and a small-scale comprehensive plan amendment to assign a City future land use of Commercial.

The subject parcel is between existing C-2 General Commercial properties within the City. The applicant would like to develop the property with similar uses and is requesting a rezoning to the same C-2 General Commercial zoning district. City utilities are available to serve the development.

Staff believes the proposed C-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and west and would provide infill development. Staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to C-2 General Commercial zoning district.

Rick McCoy, 732 Fourth St., stated that he is representing the applicant.

Commissioner Proli asked if the applicant knows what will be built on the property.

Mr. McCoy stated that without a rezoning they can't market the property.

Commissioner Hubbard asked what is happening to the back half of the property.

Mr. McCoy stated that there is no interest in those parcels at this time.

Commissioner Whitehead moved to recommend approval of the small-scale comp plan amendment and rezoning; seconded by Commissioner Proli. The vote was unanimous to recommend approval of the small-scale comp plan amendment and rezoning.

There being no further business, the meeting was adjourned at 8:10 pm.

_____
Nick Jones, Chairman

ATTEST:

_____
Rae Chidlow – Planning Specialist

CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: January 29, 2015 FEE: $500.00

Project Name (if applicable): _____

Applicant: Rocky Mount Development Co., Inc.
Contact Person: Tom Dougherty
Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street, Suite A
City: Clermont State: FL Zip: 34711
Phone: 352-394-6151 Fax: 321-400-5188
E-Mail: tdough735@yahoo.com

OWNER: Rocky Mount Development Co., Inc.
Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street
City: Clermont State: FL Zip: 34711
Phone: 352-394-6151 Fax: 321-400-5188
E-Mail: tdough735@yahoo.com

General Location: South side of SR 50 at the west end of Sandy Grove Avenue, just east of Ford of Clermont

Legal Description (include copy of survey): 9-22-26, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22, that is S of F.D.O.T. ROW, thence run 500' S along the E boundary of said Tract, then run N 89-39-36 W to the W boundary of said Tract, then N to F.D.O.T. ROW, thence E along said F.D.O.T. ROW to the POB, Lake County, FL

Property size (in acres or square feet):

Flood hazard area (yes) ____ and approx. acreage 7 +/- (no) X

Existing (Actual) Land Use: Agricultural

Existing Zoning: Agricultural

Existing Future Land Use: Regional Commercial

Proposed Future Land Use: Commercial

Type of development proposed: Commercial

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

Proposed Zoning District: Commercial

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

Owner desires annexation in order to utilize city utilities for new businesses.

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

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

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

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

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Tom K. Dougherty, who being

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

1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application and attachments shall become part of the official records of the City of Clermont, Florida, and are not returnable.

2. That he (she) desires a Future Land Use Amendment from Lake County to City of Clermont for the property legally described on the attachment of this application.

3. That the submittal requirements for the application have been completed and attached hereto as part of the application.

Tom K. Dougherty
Affiant - Applicant Name (print)

X Tom K. Dougherty
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 2nd day of February, 2015

TERESA STUDDARD
MY COMMISSION # FF 161523
EXPIRES: September 21, 2018
Bonded Thru Notary Public Underwriters

X
Notary Public, State of Florida at Large

My Commission Expires: 09/21/18

OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Tom K. Dougherty, who being

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

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.

2. That he (she) desires a Future Land Use Amendment from Lake County to City of Clermont for the property legally described on the attachment of this application.

3. That the owner of said property has appointed _____ to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Tom K. Dougherty
Affiant - Applicant Name (print)

X Tom K. Dougherty
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 2nd day of February, 2015.

TERESA STUDDARD
MY COMMISSION # FF 161523
EXPIRES: September 21, 2018
Bonded Thru Notary Public Underwriters

X
Notary Public, State of Florida at Large

My Commission Expires: 09/21/18

CITY OF CLERMONT
NOTICE OF PROPOSED LAND USE CHANGE
Small-Scale Comprehensive Plan Amendment
ORDINANCE NO. 2015-18

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission; Tuesday, March 10, 2015 (1st reading of the adoption ordinance) and Tuesday, March 24, 2015 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 7+/-acre parcel below from Lake County Regional Commercial to Commercial. Alternate Keys 1017629 and 1103916

Location: South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

Ordinance #2015-18:

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 20, 2015 and March 10, 2015

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Ordinance No. 2015-19; *Final* Dougherty

Requested Action
Move to approve Ordinance 2015-19.

Staff Report
The applicant is proposing a commercial development consisting of 7 +/- acres on the south side of Highway 50, approximately a half mile east of Highway 27. The property currently has planted pines and is in unincorporated Lake County. The applicant has also submitted applications for annexation and a small-scale comprehensive plan amendment to assign a City future land use of Commercial. The subject parcel is between existing C-2 General Commercial properties within the City. The applicant would like to develop the property with similar uses and is requesting a rezoning to the same C-2 General Commercial zoning district. City utilities are available to serve the development. Staff believes the proposed C-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and west and would provide infill development. Staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to C-2 General Commercial zoning district. *At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the small-scale comprehensive plan amendment and rezoning; seconded by Commissioner Judy Proli. The vote was unanimous to recommend approval of the small-scale comprehensive plan amendment and rezoning.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Ordinance	REZ ORD 2015-19.doc
2. Maps	Dougherty Maps.pdf
3. Site	Site.pdf
4. Minutes	P&Z Minutes.pdf

5.	Application	REZ application.pdf
6.	Legal ad	REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-19

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

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

SECTION 1:

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

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.
Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Ave., East of Ford of Clermont

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

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

Location map:

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 24th day of March, 2015.

CITY OF CLERMONT
ORDINANCE No. 2015-19

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

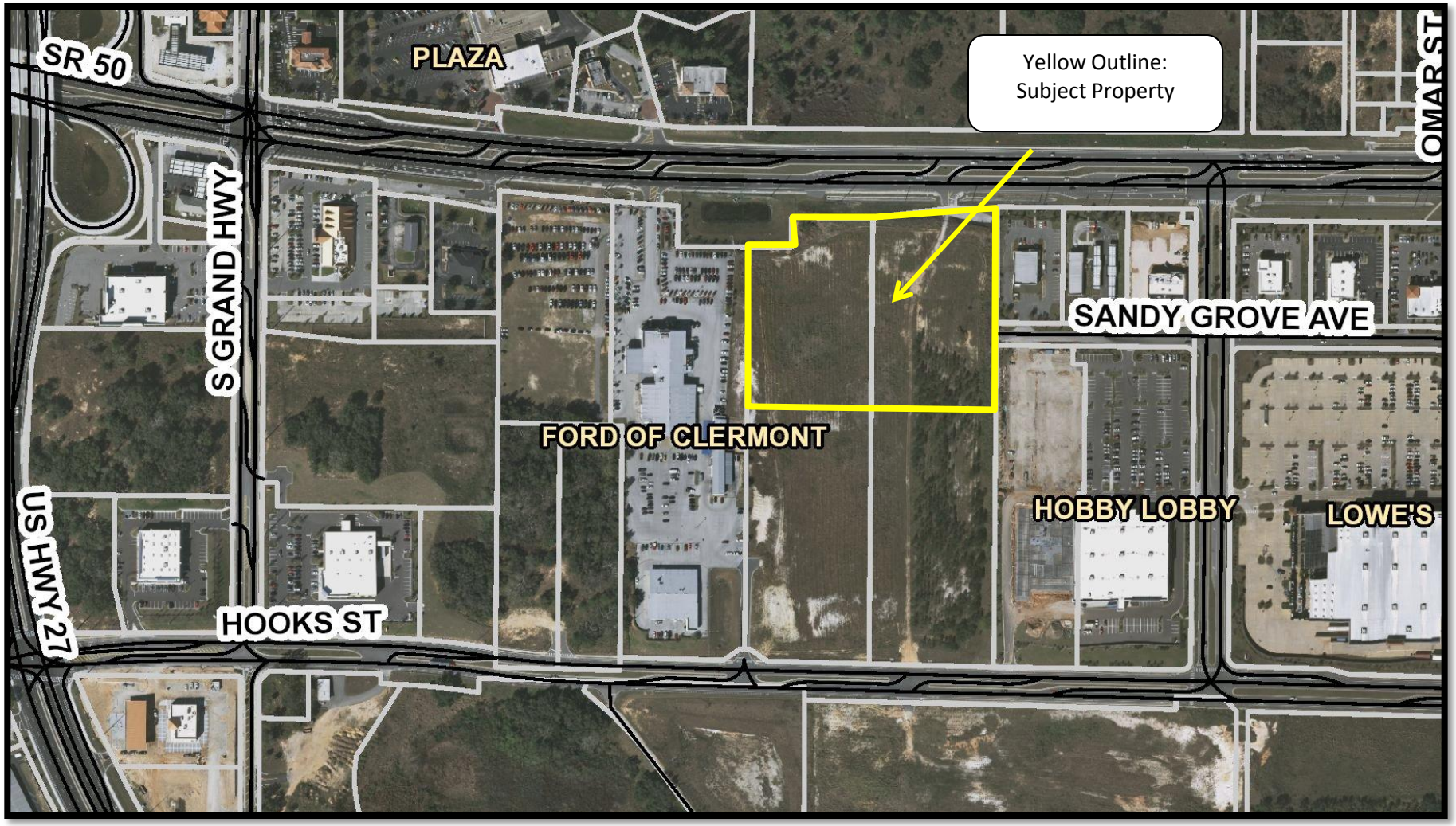
ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form:

_____
Dan Mantzaris, City Attorney

Exhibit - Location Map
Rocky Mount Development



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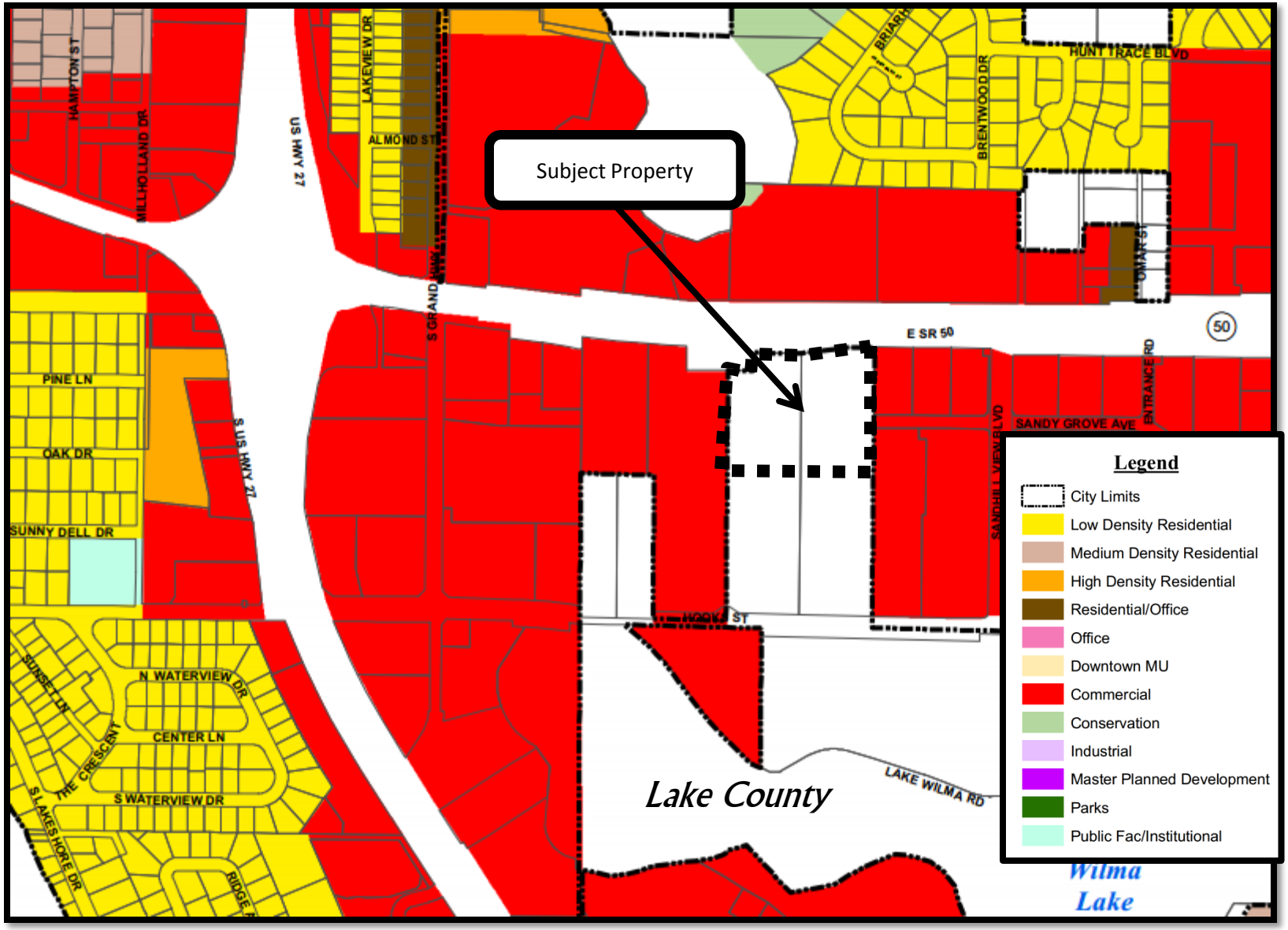
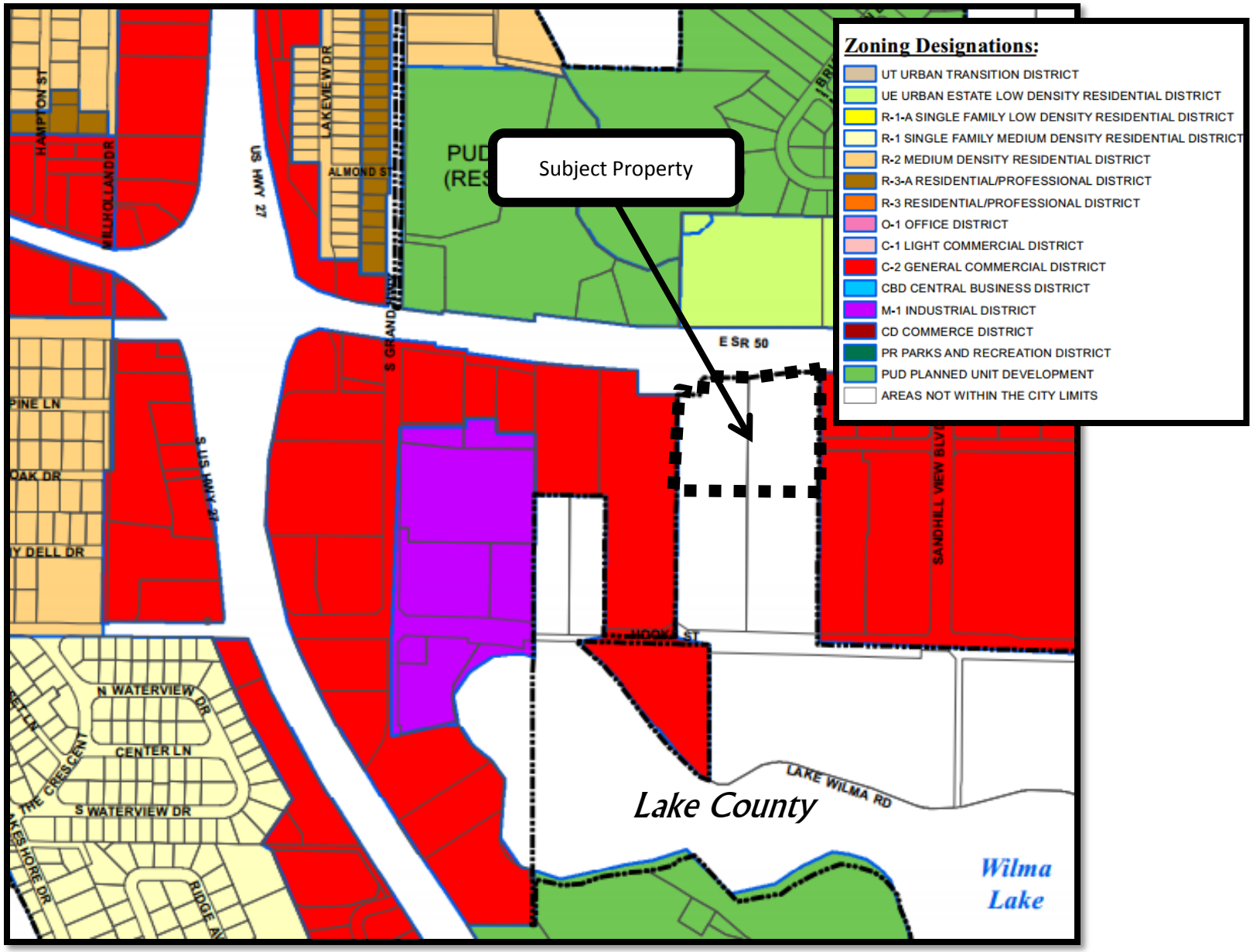


Exhibit – City of Clermont – Zoning Map
Rocky Mount Development



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CONCEPTUAL MASTER PLAN

S.R. 50 COMMERCIAL SUBDIVISION

Section 9; Township 22S; Range 26E, Lake County, Florida

DATE: Sept. 2014

JOB NO. 14-018

SHEET 1 of 1

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
732 4th STREET, CLERMONT, FL 34711
(352) 394-3759
CA#: 5374
RMcCoyPE@att.net

Rhoden Land Surveying, Inc.
480 East Minneola Ave.
Clermont, Florida 34711
(352) 394-6205

NO.	DATE	DESCRIPTION

REVISIONS

Legal description for Annexation into Clermont City Limits by Rocky Mount Development Co., Inc.

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Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

5. REQUEST FOR LARGE SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Staff (Plaza Collina)

Item tabled to April 7, 2015 meeting.

6. REQUEST FOR REQUEST

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Staff (Plaza Collina)

Item tabled to April 7, 2015 meeting.

7. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Dougherty

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is requesting a future land use amendment to change the 7+/- acre parcel from Lake County Regional Commercial to the City's Commercial future land use category. The subject parcel is located on south side of Highway 50 approximately a half mile east of Highway 27. The property is currently vacant with planted pines. The applicant is proposing to develop the parcel as a commercial development fronting Highway 50. The applicant has also submitted applications for annexation and rezoning to C-2 Commercial.

The subject parcel is contiguous to the City on three sides. The existing future land use in this area is predominantly Commercial. The property has City utilities available and would be developed to City standards. The City's comprehensive plan policies support this request.

Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to Commercial.

8. REQUEST FOR REZONING

REQUEST: To change the zoning from UE Urban Estate to C-2 General Commercial
APPLICANT: Dougherty

Planning Manager Curt Henschel presented the staff report as follows:

The applicant is proposing a commercial development consisting of 7 +/- acres on the south side of Highway 50, approximately a half mile east of Highway 27. The property currently has planted pines and is in unincorporated Lake County. The applicant has also submitted applications for annexation and a small-scale comprehensive plan amendment to assign a City future land use of Commercial.

The subject parcel is between existing C-2 General Commercial properties within the City. The applicant would like to develop the property with similar uses and is requesting a rezoning to the same C-2 General Commercial zoning district. City utilities are available to serve the development.

Staff believes the proposed C-2 zoning would be consistent with the existing development pattern that surrounds the property to the east and west and would provide infill development. Staff recommends approval of the rezoning change from UE Urban Estate Low Density Residential to C-2 General Commercial zoning district.

Rick McCoy, 732 Fourth St., stated that he is representing the applicant.

Commissioner Proli asked if the applicant knows what will be built on the property.

Mr. McCoy stated that without a rezoning they can't market the property.

Commissioner Hubbard asked what is happening to the back half of the property.

Mr. McCoy stated that there is no interest in those parcels at this time.

Commissioner Whitehead moved to recommend approval of the small-scale comp plan amendment and rezoning; seconded by Commissioner Proli. The vote was unanimous to recommend approval of the small-scale comp plan amendment and rezoning.

There being no further business, the meeting was adjourned at 8:10 pm.

_____
Nick Jones, Chairman

ATTEST:

_____
Rae Chidlow – Planning Specialist

CITY OF CLERMONT
REZONING
APPLICATION

DATE: January 29, 2015 FEE: $350.00

PROJECT NAME (if applicable): _____

APPLICANT: Rocky Mount Development Co., Inc.

CONTACT PERSON: Tom Dougherty

Address: c/o Tom K. Dougherty, Attorney - 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: 321-400-5188

E-Mail: tdough735@yahoo.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: South side of SR 50 at the west end of Sandy Grove Avenue,

Legal Description (include copy of survey): 29-22-26, Begin at the NE Corner of that part of Lake Highlands Plat, Tract 22 that is S of ~~F.D.O.T. ROW, thence run 500' S along the East~~ boundary of said Tract, thence run N 89-39-36 W to the W boundary of said Tract, then N to F.D.O.T. ROW, thence E along said F.D.O.T. ROW to the POB, Lake Co., FL ** Note Parcel ~~No. provided by Lake County incorrectly indicated Section 9, not 29.~~

Acreage: 7+/- Land Use: Regional Commercial
(City verification required)

Present Zoning: Agricultural Proposed Zoning: ~~Agricultural~~ C-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?

Annexation from Lake County in order to utilize city utilities for new businesses.

Tom K. Dougherty
Applicant Name (print)

X Tom K. Dougherty
Applicant Name (signature)

Tom K. Dougherty
Owner Name (print)

X Tom K. Dougherty
Owner Name (signature)

City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

LEGAL NOTICE

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

ORDINANCE NO. 2015-19

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

(North half of Alternate Keys 1017629 and 1103916) South of S.R. 50, West of Sandy Grove Blvd., East of Ford of Clermont

LEGAL DESCRIPTION

In Section 29, Township 22 South, Range 26 East, of Lake County, FL, Begin at the NE corner of that part of Lake Highlands Plat, Tract 22 that is South of Florida Department of Transportation Right of Way, thence run 500.0' South along the East boundary of said Tract, then run North 89° 39' 36" West to the West boundary of said Tract, then north to FDOT ROW, thence East along said FDOT ROW to the POB.
Containing 7 acres, more or less

Note that Parcel Number provided by County indicates incorrectly Section 9 rather than Section 29.

FROM UE Urban Estate
TO C-2 General Commercial

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015 and March 10, 2015

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015
Agenda Item Name
Resolution No. 2015-07 Harvest Landing *Table to April 14, 2015*
Requested Action
Move to table Resolution 2015-07 to April 14, 2015.
Staff Report

In an email to the City on March 11, 2015, the applicant's representative asked that the final hearing of this request be tabled from March 24, 2015 to April 14, 2015.

Beazer Homes is requesting an amendment to a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) consisting of 33+ acres with 104 single family homes. The applicant wishes to increase the impervious surface ratio from 45% to 50% for building, sidewalks, and driveways. The project is located north of Steve's Road between Highway 27 and Citrus Tower Blvd. The project was approved by the City Council on December 10, 2013 under Resolution 2013-25. The project is known as Harvest Landing.

The applicant has platted the project and infrastructure is being installed along with the construction of model homes. The project received seven waivers to those sections of the code that deal with lot sizes in the conventional UE zoning district and standards for grading. Because this is a Planned Unit Development, these considerations or variances are considered to be part of the "zoning parameters" for the PUD rather than an actual variance request.

Already approved considerations/variances granted under Resolution 2013-25 within the PUD are as follows:
1) To allow for private streets with gates.
2) To allow a minimum lot width of 55'
3) A grading request for up to 15 feet of cut/fill rather than 10 feet per code.
4) Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.
5) To allow lot sizes smaller than one acre, down to 6,600 square feet.
6) Reduce front yard setbacks from 35 feet to 25 feet.
7) Reduce the side yard setback from 15 feet to 7.5 feet.

The applicant is requesting one more special condition to be considered within the PUD:

8) Increase the impervious surface ratio (ISR) from 45% to 50% for the buildings, driveways, and walkways.

Initially, another request, to reduce the rear-yard setback to 25 feet, was presented at the March Planning & Zoning Commission meeting. Upon further review, staff determined that no request was necessary for a 25-foot rear setback, since this was already allowed per code.

Staff believes the consideration/variance requested to increase the impervious surface ratio is not consistent with

other approved planned unit developments of this acreage and recommends denial of the proposed amendment to the PUD.

At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the conditional use permit and to limit numbers 8 & 9 in the conditions to 26 lots; seconded by Commissioner Tony Hubbard. The vote was 5-2 to recommend approval of the conditional use permit with commissioners Judy Proli and Jack Martin opposing.

Additional Analysis	

Fiscal Impact Summary	

Fiscal Impact	**Fund Number and Description**	**Available Budget Amount**

Exhibits Attached (copies of original agreements)	
1. Resolution	CUP RES 2015-07.docx
2. Maps	Harvest Landing Map.pdf
3. CUP Conditions	Beazer CUP Conditions 2015.docx
4. Minutes	P&Z Minutes.pdf
5. Application	CUP 2015 application.pdf
6. Legal ad	Beazer ISR CUP Legal AD.docx
7. Applicant request to postpone	Request from applicant to postpone.pdf

CITY OF CLERMONT
RESOLUTION NO. 2015-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 2013-25) TO ALLOW A PLANNED UNIT DEVELOPMENT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 3, 2015 recommended approval of this amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development; at the following location:

LOCATION:

Harvest Landing Subdivision, north of Steve's Road
Between Highway 27 and Citrus Tower Boulevard

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for an amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. The property shall be developed in substantial accordance with the approved site plans dated September 30, 2014 prepared by Denham Engineering.

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

4. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.

5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

7. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.

8. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.

9. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.

10. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

Section 2- Land Use

1. This Planned Unit Development is for a single family development with up to 104 dwelling units on 33.3 acres. The City's Site Review Committee must approve the site plan prior to the construction plan approval.

2. The applicant/owner must coordinate with the Lake County School District for capacity review and requirements pertaining to schools, and in conformance with City Code, prior to issuance of any building permits.

Section 3 – Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to construction plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.

2. All excavated material shall be stored in a location approved by the City Engineer.

3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.

4. The permittee/developers shall provide both temporary and permanent grassing, including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.

5. All platting must be completed in accordance with City Codes.

Section 4 – Transportation Improvements

1. Sidewalks shall be required along Steve's Road and within the development, in accordance with Florida Department of Transportation regulations and City Codes.

2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on-site and off-site transportation designs are the sole responsibility of the developer.

3. A traffic study in accordance with City Codes shall be required to address Level of Service (LOS) for the area. The applicant/owner must coordinate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) for compliance with the Transportation Management System (TMS).

Section 5 – Utilities and Stormwater

1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to City Code.

2. The project shall be plumbed for reuse water with purple piping. Irrigation in common areas shall be provided for by well.

Section 6 – Landscaping

1. The landscape design for all parking areas, buffers, rights-of-way, pedestrian ways and focal points shall be unified and complementary to the ambiance of the center.

2. All landscape plans and plantings shall meet or exceed the City of Clermont code.

Section 7 – Architectural Design Standards

1. All structures shall be designed and constructed in accordance with the Architectural Standards of the City of Clermont.

2. All fencing within public view shall be ornamental metal or brick as approved by the Site Review Committee.

Section 8 – Fire Design Standards

1. Any residential structures not meeting the separation distances set forth in table R302.1 will be required to provide a residential sprinkler system meeting the standards of National Fire Protection Association 13D.

Section 9 – Special PUD Conditions

1. To allow for private streets with gates.

2. To allow a minimum lot width of 55 feet.

3. A grading request for up to 15 feet of cut/fill rather and 10 feet per code.

4. Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.

5. To allow lot sizes smaller than one acre, down to 6,600 square feet.

6. Reduce front yard setbacks from 35 feet to 25 feet.

7. Reduce the side yard setback from 15 feet to 7.5 feet.

8. Increase the Impervious Surface Ratio (ISR) from 45% to 50% for buildings, driveways, and walkways for 26 lots only

CITY OF CLERMONT
RESOLUTION NO. 2015-07

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

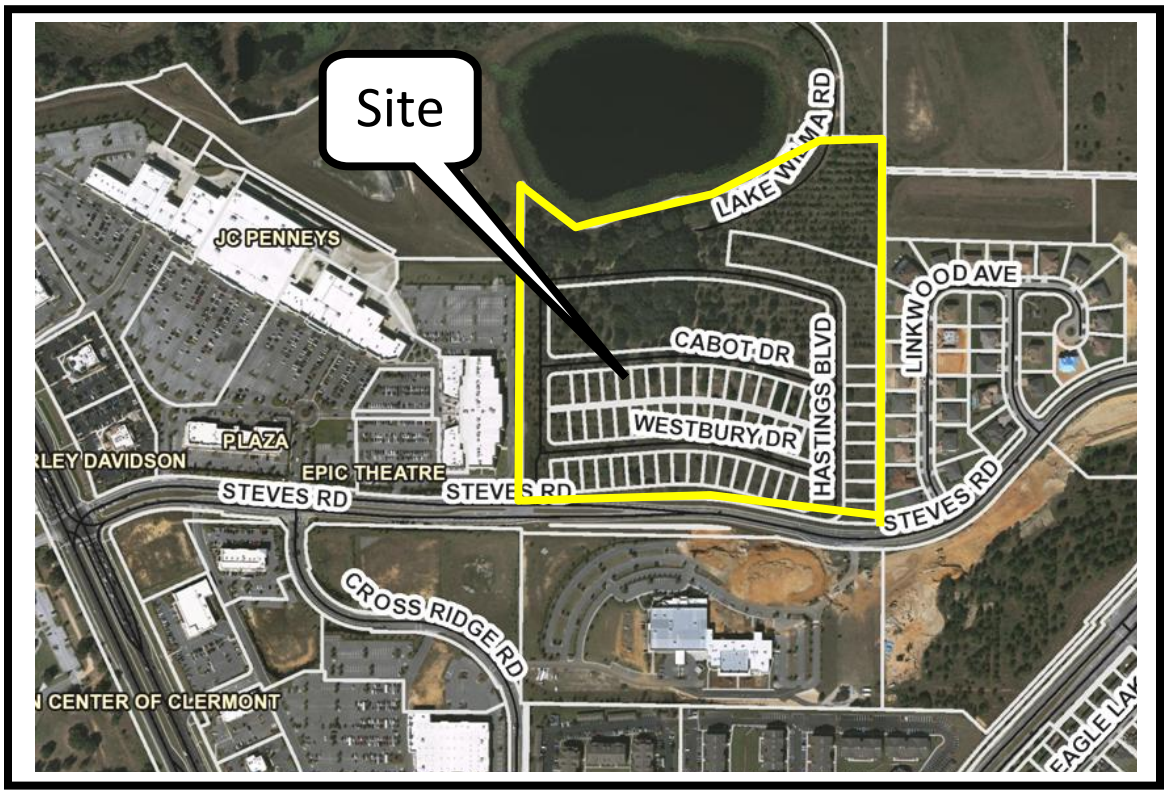
ATTEST:

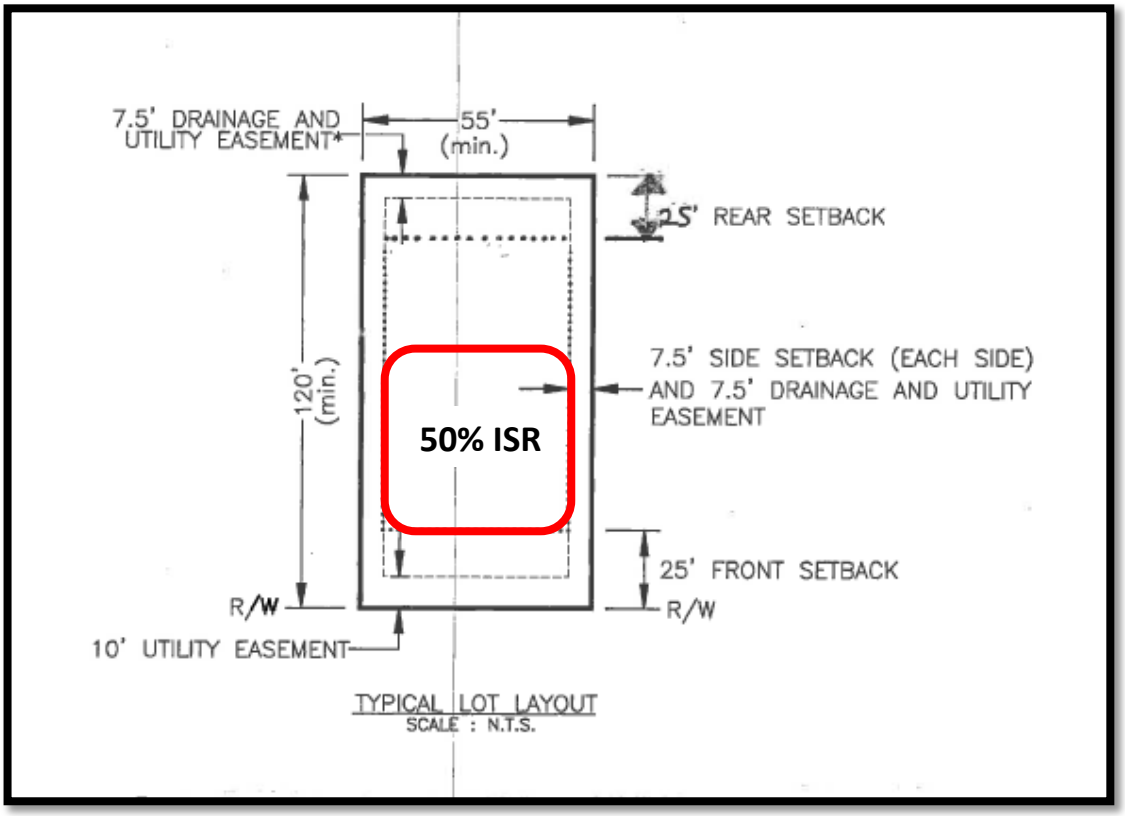
_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

Harvest Landing – CUP Amendment





CUP amendment is seeking an increase in Impervious Surface Ratio (ISR) from 45% to 50% for building, driveways, and walkways.

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. The property shall be developed in substantial accordance with the approved site plans dated September 30, 2014 prepared by Denham Engineering.

3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

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5. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

6. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date that this Conditional Use Permit is executed and signed by the permittee. “Substantial construction work” means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

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2. All excavated material shall be stored in a location approved by the City Engineer.

3. Geo-technical information regarding the soil characteristics of the site shall be submitted to the City as part of the final site review process.

4. The permittee/developers shall provide both temporary and permanent grassing including fertilizer application on all disturbed areas where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.

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2. The City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction. Project specific on-site and off-site transportation designs are the sole responsibility of the developer.

3. A traffic study in accordance with City Codes shall be required to address level of service (LOS) for the area. The applicant/owner must coordinate with Lake County and the Lake-Sumter Metropolitan Planning Organization (MPO) for compliance with the Transportation Management System (TMS).

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1. The permittee shall be responsible for purchasing, installing, and maintaining fire hydrants within the project. They shall be installed according to city code.

2. The project shall be plumbed for reuse water with purple piping. Irrigation in common areas shall be provided for by well.

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2. To allow a minimum lot width of 55 feet.

3. A grading request for up to 15 feet of cut/fill rather and 10 feet per code.

4. Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.

5. To allow lot sizes smaller than one acre, down to 6,600 square feet.

6. Reduce front yard setbacks from 35 feet to 25 feet.

7. Reduce the side yard setback from 15 feet to 7.5 feet.

8. Increase the impervious surface ratio (ISR) from 45% to 50% for buildings, driveways, and walkways for 26 lots only.

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 3, 2015

The meeting of the Planning & Zoning Commission was called to order Tuesday March 3, 2015 at 7:00 p.m. by Chairman Nick Jones. Other members present were Carlos Solis, Herb Smith, Judy Proli, Cuqui Whitehead, Jack Martin, and Tony Hubbard. Also in attendance were Barbara Hollerand, Development Services Director, Curt Henschel, Planning Supervisor, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held February 3, 2015 were approved as written.

Development Services Director Barbara Hollerand stated that staff is still working with the Plaza Collina items, number 5 and 6 on the agenda. She requested the items be tabled until the April 7, 2015 Planning and Zoning meeting.

Commissioner Martin moved to table items 5 and 6 to the April 7, 2015 meeting; seconded by Commissioner Whitehead. The vote was unanimous to recommend to table the Plaza Collina large-scale comprehensive plan amendment and conditional use permit.

REPORTS

Development Services Director Barbara Hollerand stated that the City Council is considering changing the meeting time to 6:30 p.m. for the Planning and Zoning Commission. She stated that the change will not be effective for the April meeting. She stated that the March, April and May agendas will be longer than normal due to the ISBA annexations. She stated that these properties will be annexed prior to June 1, 2015 so that the City can benefit from the additional tax money.

Cuqui Whitehead stated that Ted DeWitt has died. She stated that he has donated so much to the South Lake area.

Chairman Nick Jones stated that Pig on the Pond is Friday March 13, Saturday March 14 and Sunday March 15, 2015.

1. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow an amendment to a conditional use permit to allow a Planned Unit Development
APPLICANT: Beazer Homes

Senior Planner John Kruse presented the staff report as follows:

Beazer Homes is requesting an amendment to a Conditional Use Permit (CUP) for a Planned Unit Development (PUD) consisting of 33+ acres with 104 single family homes. The applicant wishes to reduce the rear yard setback from 30 feet to 25 feet and increase the impervious surface ratio from 45% to 50% for building, sidewalks, and driveways. The project is located north of Steve's Road between Highway 27 and Citrus Tower Blvd. The project was approved

by the City Council on December 10, 2013 under Resolution 2013-25. The project is known as Harvest Landing.

The applicant has platted the project and infrastructure is being installed along with the construction of model homes. The project received seven waivers to those sections of the Code that deal with lot sizes in the conventional UE zoning district and standards for grading. Because this is a Planned Unit Development, these considerations or variances are considered to be part of the "zoning parameters" for the PUD rather than an actual variance request.

Approved specific considerations/variances granted under Resolution 2013-25 within the PUD are as follows:

1) To allow for private streets with gates.
2) To allow a minimum lot width of 55'
3) A grading request for up to 15 feet of cut/fill rather than 10 feet per code.
4) Allowing retaining walls to be 10 feet in height rather than a maximum of 6 feet.
5) To allow lot sizes smaller than one acre, down to 6,600 square feet.
6) Reduce front yard setbacks from 35 feet to 25 feet.
7) Reduce the side yard setback from 15 feet to 7.5 feet.

The applicant is requesting two more specific considerations/variances to be considered within the PUD:

8) Reduce the rear yard setback from 30 feet to 25 feet.
9) Increase the impervious surface ratio (ISR) from 45% to 50% for the buildings, driveways, and walkways.

Staff believes the considerations/variances associated with this request are not consistent with other approved planned unit developments of this acreage and recommends denial of the proposed amendment to the PUD request.

Attorney Jimmy Crawford, stated that he is representing Beazer Homes. He stated that they are asking for minor changes that will help the community. He stated that the original rear setback is 30 feet and 45% building impervious service ratio. He stated that in January, Beazer Homes rolled out the Aspen model due to the increase in demand for a larger one-story home. He stated that the Aspen model is a 2,236 square foot home with three or four bedrooms. He stated that demographics of the area support this type of home. He stated that the Aspen model does not fit the lots with the setbacks that are in the conditional use permit. He stated that they are asking for what other zonings allow, which is 25-foot rear setbacks. He stated that the stormwater pond can handle the increase of the impervious for 26 lots.

Jeremy Camp, Beazer Homes, 2600 Maitland Center Pkwy, Maitland, stated that there were a lot of constraints on this property, mainly topography. He stated that there is 130 feet of elevation

difference on this property. He stated that the Aspen model was not around when they originally began this project. He stated that what they see in the market is that three out of four sales are one-story homes.

Commissioner Martin asked if the overall impact will increase the density.

Mr. Kruse stated that the total number of units would stay the same.

Commissioner Martin asked if 50% of the 33 acres would be impervious.

Mr. Kruse stated that impervious is based on the lot size.

Brian Denham, 9507 Castleford Point, Orlando, stated that impervious surface is allowed at 45%. He stated that their increase would bring the impervious to 46.6% per lot.

Commissioner Smith asked where the location of the 26 lots will be within the subdivision.

Mr. Camp stated that the buyer will have a choice of their lot, so they have not designated the 26 lots.

Commissioner Smith asked how far back the retaining walls are.

Mr. Camp stated that they are 30 feet behind the houses.

Commissioner Whitehead asked where it is stated that the 25-foot rear setback is limited to 26 lots. She stated that this should be included in the conditions.

Mr. Crawford stated that the applicant would agree that it should be included in the conditions of the conditional use permit.

City Attorney Dan Mantzaris stated that the Commission can make that recommendation as part of the motion. He stated that it would be included in Section 9, number 9 of the conditions.

Commissioner Martin asked that if the reduction is so insignificant, then why request the reduction of the rear setback and increase of impervious.

Mr. Crawford stated that the Aspen model was developed after the approval of the original conditional use permit and there is an increased demand for this model. He stated that the requests are because the house is a larger model and will not fit in the current setbacks.

Commissioner Proli asked if there are buyers ready to purchase the Aspen model.

Mr. Camp stated that they have not marketed the Aspen model because they need approval of the requests prior to selling that model.

Chairman Jones asked why this project has a requirement for a 30-foot setback when other zoning areas are 25-foot setbacks.

Mr. Kruse stated that when the parcel was annexed into the city it was given the zoning of Urban Estate which has a setback of 30 feet.

Chairman Jones asked if the applicant would be willing to rescind their request for the increase on the impervious.

Mr. Crawford stated that the increase in the impervious is necessary to be allowed to build the house. He stated that they are limiting it to 26 lots because that is what the current stormwater pond is designed to handle.

Commissioner Whitehead stated that she wants condition numbers 8 and 9 to be restricted to the 26 lots for the Aspen model.

Mr. Crawford stated that was the intention.

Mr. Kruse stated that staff was unaware that this request was limited to the 26 lots when the staff report was drafted.

Commissioner Whitehead moved to recommend approval of the conditional use permit and to limit numbers 8 & 9 in conditions to 26 lots; seconded by Commissioner Hubbard. The vote was 5-2 to recommend approval of the conditional use permit with Commissioners Proli and Martin opposing.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a structure that is more than 20,000 sq. ft. in the C-2 General Commercial zoning district
APPLICANT: SLV13, LLC

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (CUP) to allow a business establishment, Hilton Suites Hotel, to occupy more than 20,000 square feet of total floor space in the General Commercial District (C-2). Under Sec. 122-223 of the Land Development Code, the C-2 zoning district permits a hotel, but limits it to 20,000 square feet or less. The conditional use permit allows the applicant to occupy more than 20,000 square feet. The applicant desires to construct a new four-story hotel building. The proposed building will be 56,000 square feet, which includes 107 rooms and other hotel amenities. The proposed location is a vacant lot located south of Legends Way, west of Champions Way (under construction), and north of SR 50. The site is approximately 5.64 acres in size, with 2.23 acres devoted to the hotel site. The remaining 3.41 acres of the overall site will be developed with other C-2 permitted uses. The applicant has not

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: 1/23/15 FEE: 1,000.00

PROJECT NAME (if applicable): Harvest Landing a/k/a Steve's Road Subdivision

APPLICANT: Beazer Homes Corp.

CONTACT PERSON: Dallas Austin

Address: 2600 Maitland Center Pkwy, Ste 265

City: Maitland State: FL Zip: 32751

Phone: 407-619-6870 Fax:

E-Mail: Dallas.Austin@Beazer.com

OWNER: Beazer Homes Corp. Nick Gargasz - Market Manager

Address: Same as above

City: State: Zip:

Phone: 407-339-4114 Fax:

Address of Subject Property: 1500 Steve's Road

General Location: N side of Steve's Road, E of 27, W of Citrus Tower Blvd

Legal Description (include copy of survey): attached Warranty Deed

Land Use (City verification required): Urban Low Density

Zoning (City verification required): PD

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Reduce rear setback by 5-feet to allow a building pad for a 70-foot deep product. The new rear setback would be 25-feet and the existing rear setback is 30-feet.

With a 40-foot by 70-foot building pad including the driveway and walkway, the impervious surface coverage would exceed 45% by approximately 5%. We would request the maximum impervious surface coverage for the building pad, driveway and walkway be increased to 50% to accomodate the additional 5%.

Dallas Austin, Land Entitlements Professional
Applicant Name (print)

X _____
Applicant Name (*signature*)

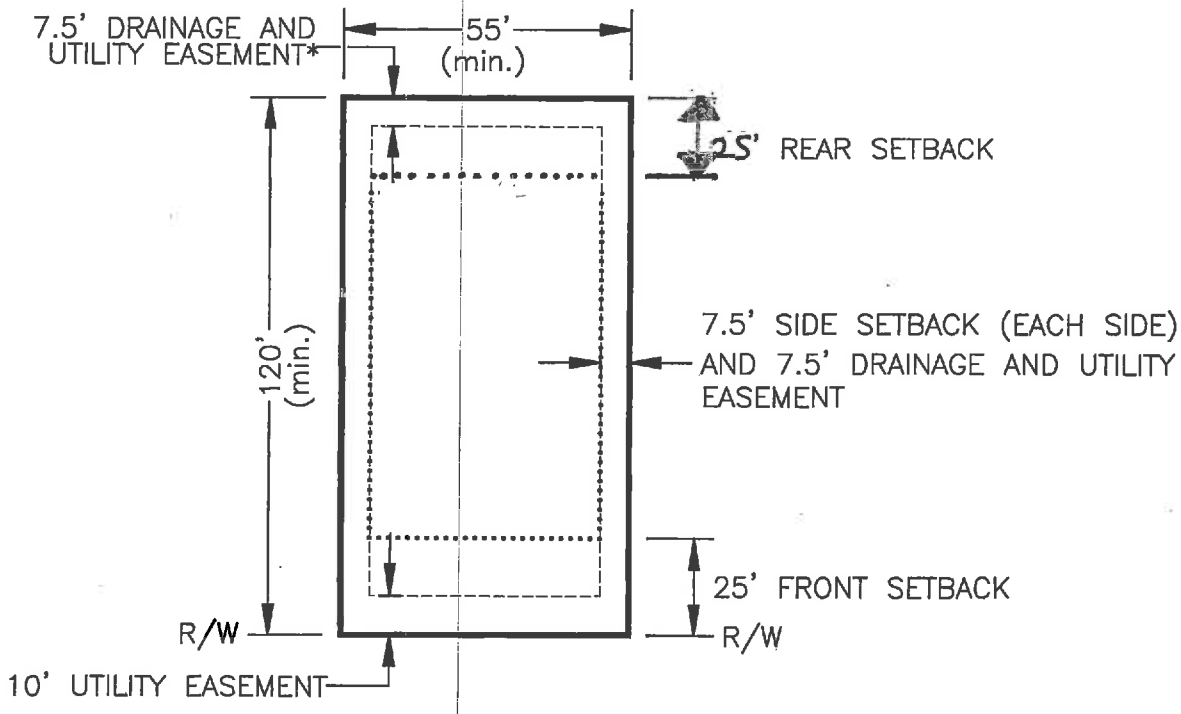
Nick Gargasz, Market Manager
Owner Name (print)

X _____
Owner Name (*signature*)

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

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

City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542



TYPICAL LOT LAYOUT
SCALE : N.T.S.

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for an amendment to a Conditional Use Permit (Resolution 2013-25) to allow a Planned Unit Development, at the following location:

LOCATION
North side of Steve's Road between
Highway 27 and Citrus Tower Boulevard

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015 and March 17, 2015

Barbara Hollerand

From: Jimmy Crawford [mailto:jimmy.crawford@mnagellaw.com]
Sent: Wednesday, March 11, 2015 11:20 AM
To: John E. Kruse
Cc: Curt Henschel
Subject: RE: Harvest Landing Staff Report

John; my client is still working with their engineer as to the Aspen product fitting with a pool of some kind of some lots at 55%.

I am afraid we will not have all the answers by the scheduled meeting on the 24th. Therefore, please consider this a request for a **postponement to the April 14th City Council Meeting.** We understand that postponments are at the Council's discretion. We appreciate staff and the Council's consideration, as we want to be completely prepared with our presentation and for any questions/issues that arise.

Thank you.

Jimmy

JIMMY D. CRAWFORD
MERIDETH NAGEL, P.A.

MERIDETH NAGEL P.A.
Attorneys at Law

1201 West Highway 50
Clermont, FL 34711
Jimmy.Crawford@MNagellaw.com
(352) 394-7408 (phone)
(352) 394-7298 (facsimile)

www.mnagellaw.com

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CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Resolution No. 2015-08 Plaza Collina *Table to April 28, 2015*

Requested Action
Move to table Resolution 2015-08 to April 28, 2015.

Staff Report
This agenda item is requested to be tabled to April 28, 2015 so that it first may be heard by the Planning & Zoning Commission on April 7. Originally scheduled to be heard by the Commission March 3, staff requested that the item be tabled to April to allow more time to draft the conditional use permit. This administrative request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment to assign a City future land use of Master Planned Development. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on February 14, 2006. The property is currently vacant, but will be receiving water and sewer services from the City when developed. The property is approximately 142 acres. The proposed request is to grant a Conditional Use Permit (CUP) for a mixed-use Planned Unit Development (PUD) with commercial uses along SR 50. This development, known as Plaza Collina, is currently approved in Lake County with 1,200,000 square feet of retail space and 200 residential units. Staff has reviewed the approved Development of Regional Impact (DRI) Development Order (Ordinance #2006-16) and the Lake County PUD (Ordinance # 2006-17) and has transferred over to the new CUP/PUD those conditions and the entitlements contained within the documents. Staff recommends approval of the conditional use permit for the Plaza Collina PUD. *At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Jack Martin moved to table items 5 and 6 to the April 7, 2015 meeting; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend to table the Plaza Collina large-scale comprehensive plan amendment and conditional use permit requests.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		

CITY OF CLERMONT

AGENDA ITEM

Meeting Date
Tuesday, March 24, 2015

Agenda Item Name
Resolution No. 2015-09 Hilton Suites Hotel

Requested Action
Move to approve Resolution 2015-09.

Staff Report
The applicant is requesting a Conditional Use Permit (CUP) to allow a business establishment, Hilton Suites Hotel, to occupy more than 20,000 square feet of total floor space in the General Commercial District (C-2). Under Sec. 122-223 of the Land Development Code, the C-2 zoning district permits a hotel, but limits it to 20,000 square feet or less. The conditional use permit allows the development to occupy more than 20,000 square feet. The applicant desires to construct a four-story hotel building. The proposed building will be up to 68,000 square feet, which includes up to 107 rooms and other hotel amenities. The proposed location is a vacant lot located south of Legends Way, west of Champions Way (under construction), and north of SR 50. The site is approximately 5.64 acres in size, with 2.23 acres devoted to the hotel use. The remaining 3.41 acres of the overall site will be developed with other C-2 permitted uses. The applicant has not applied for any variances and has indicated that they can develop the site according to the Land Development Code. The proposed hotel is consistent with the area as a whole and would be located in an area that would generate demand for overnight lodging. The square footage and height of the proposed hotel would be very similar to the existing Hampton Inn Suites located approximately 1,000 feet to the east of the site. The proposed project has been through the City's preliminary site plan review. Staff believes the project meets code with the exception of the CUP requirement, and therefore, recommends approval of this request. *At the Planning & Zoning Commission meeting March 3, 2015, Commissioner Cuqui Whitehead moved to recommend approval of the conditional use permit for a 68,000-square-foot building; seconded by Commissioner Carlos Solis. The vote was unanimous to recommend approval of the conditional use permit.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Resolution	CUP RES 2015-09.docx

2.	Maps	Hilton Suites Map.pdf
3.	CUP Conditions	Hilton Suites CUP CONDITIONS.docx
4.	Conceptual Elevation Plan	Hilton Suites Conceptual Elevations.pdf
5.	Actual Prototype Elevations	Exterior Elevations- (H2) (NAM).pdf
6.	Site plan	Site Plan.pdf
7.	Minutes	P&Z Minutes.pdf
8.	Application	Application.pdf
9.	Legal Ad	Hilton Suites CUP Legal AD.docx

CITY OF CLERMONT
RESOLUTION NO. 2015-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A STRUCTURE TO OCCUPY MORE THAN 20,000 SQUARE FEET IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held March 3, 2015 recommended approval of this Conditional Use Permit to allow a structure to occupy more than 20,000 square feet in the C-2 General Commercial zoning district; at the following location:

LOCATION:

(Alt. Key 3784777) Vacant lot located south of Legends Way,
north of SR 50, and west of Champions Way

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for a Conditional Use Permit to allow a structure to occupy more than 20,000 square feet in the C-2 General Commercial zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit for the hotel.

3. The property shall be developed in substantial accordance with the conceptual site plan dated January 2015 and prepared by McCoy and Associates. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.

6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.

7. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.

8. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 - Land Use

1. This permit is for a 68,000 square foot four-story hotel building. The site may also be used for other permitted C-2 uses as indicated in Section 122-223 of the Land Development Code.

CITY OF CLERMONT
RESOLUTION NO. 2015-09

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 24th day of March, 2015.

CITY OF CLERMONT

_____
Gail L. Ash, Mayor

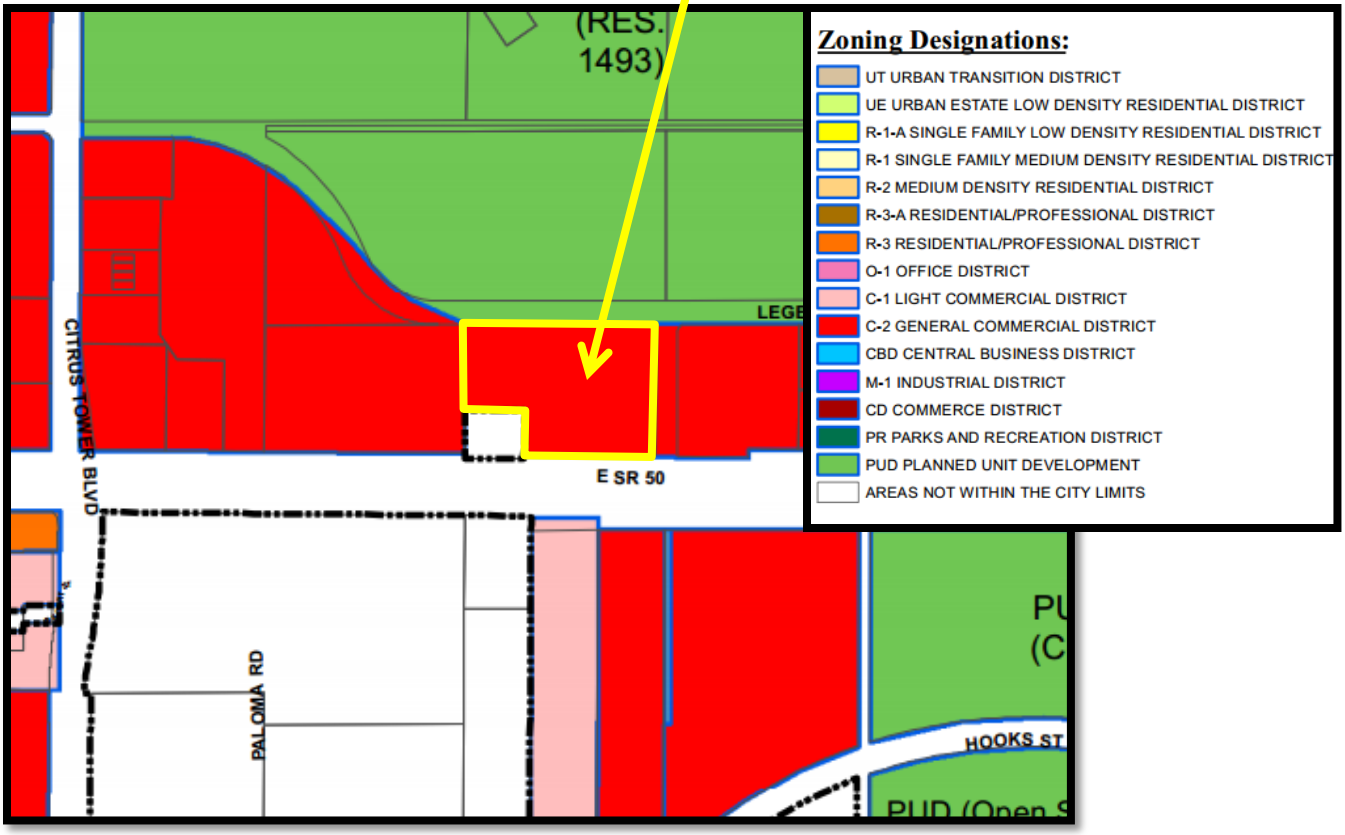
ATTEST:

_____
Tracy Ackroyd, City Clerk

Approved as to form and legality:

_____
Daniel F. Mantzaris, City Attorney

Exhibit - Location Map
Hilton Suites Hotel



CUP CONDITIONS:

Section 1 - General Conditions

1. The conditions as set forth in this conditional use permit shall be legally binding upon any heirs, assigns and successors in title or interest.

2. No further expansion of the use or additions to the facility shall be permitted except as approved by another conditional use permit for the hotel.

3. The property shall be developed in substantial accordance with the conceptual site plan dated January 2015 and prepared by McCoy and Associates. Formal construction plans, incorporating all conditions stated in this permit shall be submitted for review and approved by the site review committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the conditional use permit application are not the approved construction plans.

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

5. The final certificate of occupancy shall not be issued until each of the stated conditions has been met.

6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this conditional use permit by resolution.

7. The conditional use permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.

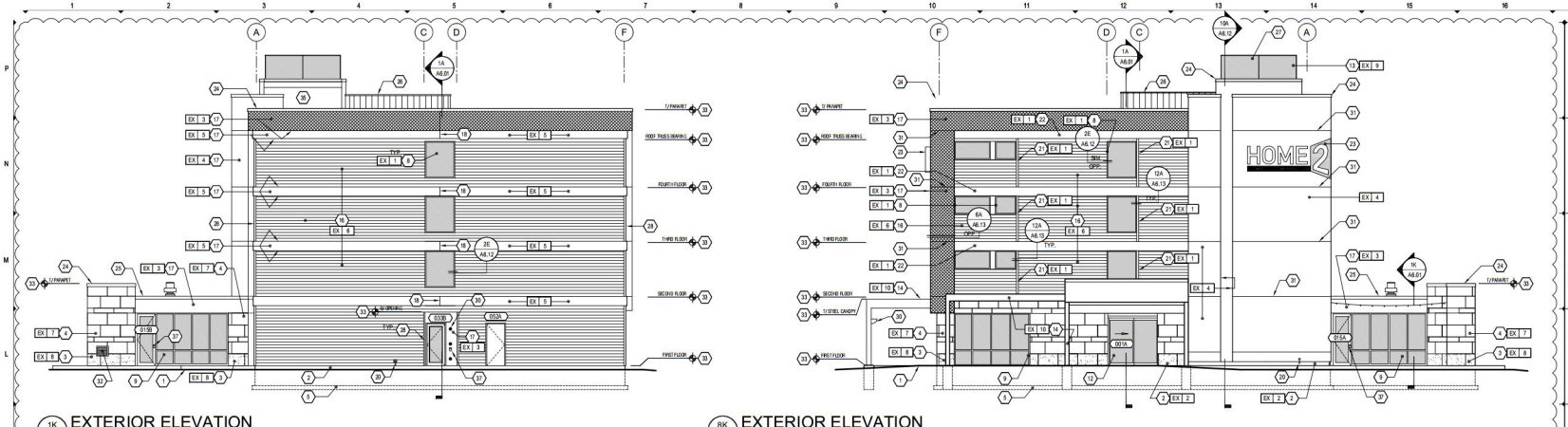
8. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.

9. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this conditional use permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

Section 2 - Land Use

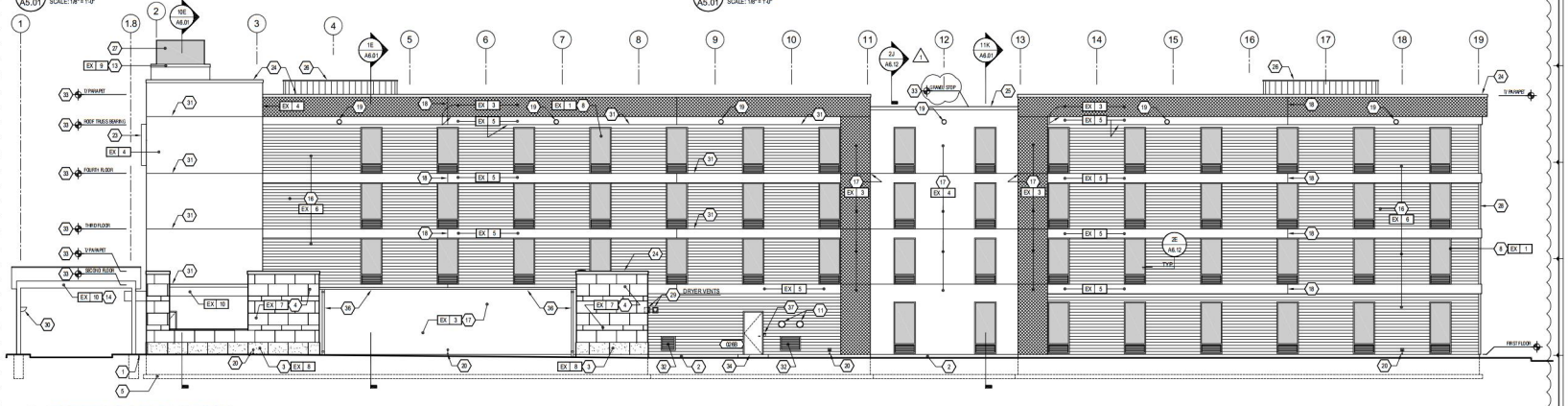
1. This permit is for up to a 68,000 square foot four-story hotel building. The site may also be used for other permitted C-2 uses as indicated in Section 122-223 of the Land Development Code.

Exhibit – Conceptual Elevations
Hilton Suites Hotel

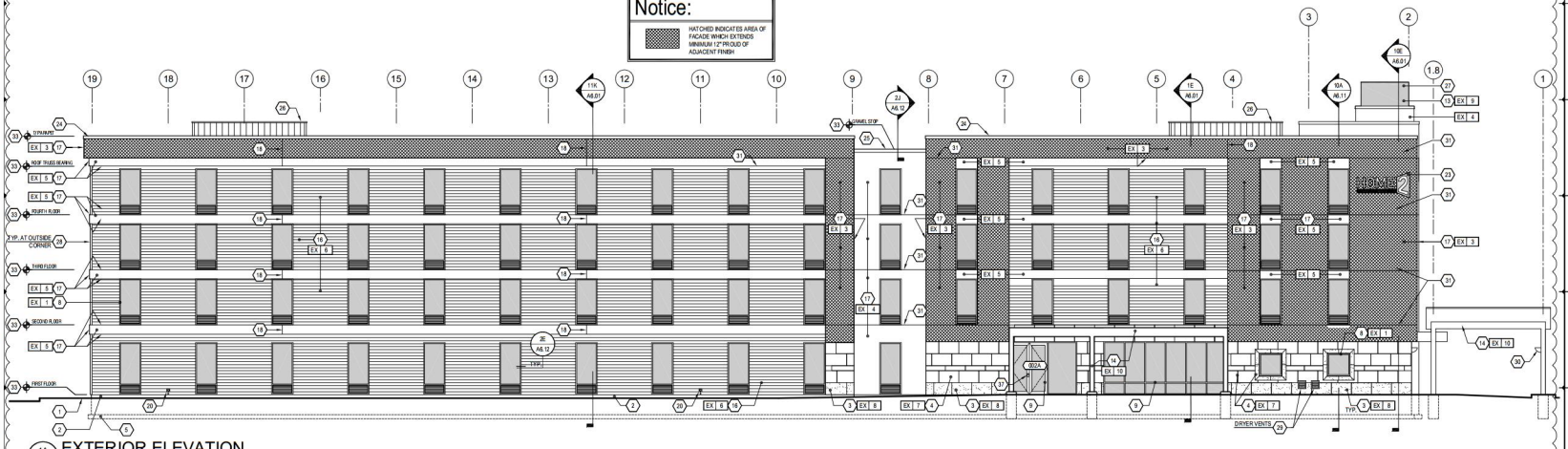


1K A5.01 EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

8K A5.01 EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



1F A5.01 EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



1A A5.01 EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

KEY NOTES:

1. APPROXIMATE LINE OF GRADE
2. ABOVE GRADE EXPOSED FOUNDATION WALL
3. MASONRY OR TILE -BASE
4. MASONRY OR TILE - FIELD - ASHLAR PATTERN
5. CONCRETE FOOTING AND FOUNDATION WALLS AS REQUIRED PER LOCAL FROST DEPTHS
6. OCCUS
7. NOT USED
8. ALUMINUM FRAMED WINDOW W/ THERMAL BROKEN FRAME, INSULATED GLAZING WITH INTEGRAL ALUMINUM LOUVER AT 5'0A/C UNITS
9. ALUMINUM STOREFRONT SYSTEM W/ THERMAL BROKEN FRAME AND INSULATED GLAZING
10. NOT USED
11. EXHAUST - REFER TO MECHANICAL DRAWINGS
12. ALUMINUM SLIDING ENTRY DOOR W/ INSULATED GLAZING
13. BEACON - BEAM - REFER TO STYLE GUIDE
14. PAINTED TUBE STEEL CANOPY W/ STAINED WOOD TRELLIS
15. TONGUE N GROOVE WOOD PLANK CEILING, STAINED
16. ENVELOPE - CORE FINISH - REFER TO STYLE GUIDE
17. ENVELOPE - WRAP FINISH -REFER TO STYLE GUIDE
18. RNISH CONTROL JOINT
19. OVERFLOW SCUPPER - BASIS OF DESIGN NES CO MFG INC. - MODEL # SCT-WHR. - REFER ALSO TO DETAIL A/A5.12
20. THROUGH WALL SCUPPER - BASIS OF DESIGN NES CO MFG INC. - MODEL # SCT-WHR. - REFER ALSO TO DETAIL A/A5.12
21. EXHAUST VENT - COLOR TO MATCH ADJACENT MATERIAL
22. ENVELOPE - ACCENT FINISH -REFER TO STYLE GUIDE
23. ENVELOPE - ACCENT FINISH -REFER TO STYLE GUIDE
24. SIGNAGE - REFER TO EXTERIOR SIGNAGE SPECIFICATIONS
25. KYNAR FINISH ALUMINUM COPING SYSTEM - COLOR TO MATCH ADJACENT MATERIAL
26. KYNAR FINISH ALUMINUM GRAVEL STOP - COLOR TO MATCH ADJACENT MATERIAL
27. ROOF ALL VIEWS AROUND PROPERTY BEFORE LOCATING ALL ROOF TOP MECHANICAL UNITS. VERIFY ALL EQUIPMENT IS ADEQUATELY SCREENED.
28. BEACON – REFER TO SECTIONS FOR MORE INFORMATION
29. PAINTED ALUMINUM OUTSIDE CORNER BY FRY REGLET, COLOR TO MATCH ADJACENT ENVELOPE - CORE FINISH
30. EXHAUST VENT – COLOR TO MATCH ADJACENT MATERIAL
31. LIGHT FIXTURE - REFER TO CEILING PLAN
32. EXPANSION JOINT @ FLOOR LINE W/ BACKER ROD AND SEALANT
33. ALUMINUM LOUVER – COLOR TO MATCH ADJACENT MATERIAL MATCHING ADJACENT WALL
34. BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. INTERIOR CEILING HEIGHT DIMENSIONS ARE CRITICAL TO MAINTAIN AS MINIMUMS.
35. CONCRETE PAD - REFER TO AREA DEVELOPMENT PLAN
36. ACCESS OPENING INTO BEACON
37. ALUMINUM GUTTER AND DS. COLOR TO MATCH ADJ. MATERIAL
38. ACCESSIBLE KEY CARD READER WIRED TO ELECTRIC STRIKE IN DOOR - TOP OF READER AT 48" MAX. HEIGHT
39. POOL PERIMETER FENCE AS REQUIRED BY CODE W 3'-0" GATE
40. PRECAST COPING

BUILDING SIGNAGE:

ALL SIGNAGE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. LOCATION, SIZE, ETC. TO BE DETERMINED ON AN INDIVIDUAL PROJECT BASE.

MINIMUM 3/4" PLYWOOD BACKER BOARD REQUIRED AT SIGN LOCATIONS. AREA SHOULD COVER ENTIRE LENGTH AND HEIGHT OF FASCIA OR SPACE AVAILABLE FOR SIGN.

ELECTRICAL AND FINAL CONNECTION BY CONTRACTOR. ELECTRICAL REQUIREMENTS MAY BE OBTAINED FROM SIGN COMPANY. TYPICAL 120V REQUIREMENT

RACEWAYS/ WIREWAYS ARE NOT ALLOWED.

PERMANENT ACCESS DOORS TO BE KNOW OF ALL PANNETS WHERE SIGNS ARE LOCATED TO BE PROVIDED BY CONTRACTOR. CONTRACTOR TO FURNISH AND CONNECT PRIMARY ELECTRICAL SERVICE INSIDE PANNET WALL.

GUESTROOMS OR PUBLIC SPACES WITH SIGNAGE ON EXTERIOR WALLS MUST HAVE ELECTRICAL PENETRATIONS AND OR INSTALLED PRIOR TO CLOSING UP THE WALL. PENETRATION LAYOUT MAY BE OBTAINED FROM SIGN COMPANY.

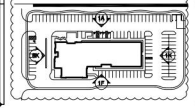
FINISH KEY:

EX 1	ENVELOPE - ACCENT METAL -REFER TO STYLE GUIDE
EX 2	ENVELOPE - CORE DIRECT FINISH -REFER TO STYLE GUIDE
EX 3	ENVELOPE - WRAP -REFER TO STYLE GUIDE
EX 4	ENVELOPE - LINK & KEEP -REFER TO STYLE GUIDE
EX 5	ENVELOPE - ACCENT OPTION -REFER TO STYLE GUIDE
EX 6	ENVELOPE - CORE -REFER TO STYLE GUIDE
EX 7	ENVELOPE - SUPPORT -REFER TO STYLE GUIDE
EX 8	ENVELOPE - SUPPORT -REFER TO STYLE GUIDE
EX 9	BEACON - BEAM -REFER TO STYLE GUIDE
EX 10	ENVELOPE - CANOPY -REFER TO STYLE GUIDE

GENERAL NOTES THIS SHEET:

1. REFER TO HOME 2 SUITES BY HILTON STANDARDS MANUAL AND STYLE GUIDE FOR ADDITIONAL INFORMATION REGARDING EXTERIOR MATERIALS, CONSTRUCTION REQUIREMENTS AND SIGNAGE REQUIREMENTS.
2. GROUT COLOR TO MATCH EXTERIOR TILE OR MASONRY.
3. BUILDING HEIGHT DIMENSIONS ARE BASED ON WOOD FRAME CONSTRUCTION. THESE DIMENSIONS WILL VARY BASED ON FINAL BUILDING CONSTRUCTION. INTERIOR CEILING HEIGHTS ARE CRITICAL TO MAINTAIN AS MINIMUMS.

KEY PLAN:



HOME2 SUITES BY HILTON

NORTH AMERICAN PROTOTYPE

EACH OWNER IS TO VERIFY WITH THE LOCAL CODE ENFORCEMENT AGENCY FOR ACCESSIBILITY OR BARRIER-FREE REQUIREMENTS. THE OWNER OF THE PROJECT CONTROLS THE ULTIMATE DESIGN AND CONSTRUCTION AND IS URGED TO SEEK APPROPRIATE COUNSEL TO ENSURE SUCH COMPLIANCE.

NOTE OF CAUTION: USE OF THESE PLANS AND/OR SPECIFICATIONS SHALL IN NO WAY GIVE RISE TO ANY LIABILITY ON THE PART OF HILTON WORLDWIDE FOR ANY DEFECT OR DEFICIENCY OF SAID PLANS AND/OR SPECIFICATIONS. ANY PERSON USING THESE PLANS AND/OR SPECIFICATIONS MUST VERIFY THROUGH HIS OWN MEANS, ARCHITECT, ENGINEERS AND OTHER PROFESSIONALS, THEIR COMPLIANCE WITH ANY LAW AND ADEQUACY FOR THE INTENDED PURPOSE. AS HILTON HOTELS CORPORATION MAKES NO REPRESENTATION WHATSOEVER IN THAT REGARD. THE QUALITY OF WORKMANSHIP, AND THE ADEQUACY AND SUITABILITY OF THE PLANS, SPECIFICATIONS, AND DESIGN DATA FOR A PARTICULAR PROJECT IS THE SOLE RESPONSIBILITY OF THE OWNER.

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ISSUE INFORMATION

VERSION 2.1: OCTOBER, 2012

△ REVISIONS

PROJECT INFORMATION

PROTOTYPE PACKAGE

SHEET INFORMATION

EXTERIOR ELEVATIONS

A5.01

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Legends Way

N89°42'55"E 663.97'

15' LANDSCAPE BUFFER

450'

15' LANDSCAPE BUFFER

SIGN

48'

36'

112
2.23ac

50'x100'=
5,000
F.F. El. = 275.00

HOTEL -107 Rms
F.F. El. = 278.00

130'

80'

64'

333'

15' LANDSCAPE BUFFER

247' BUFFER

439.36

Championship Way

SIGN

190

LOADING ZONE

10' LANDSCAPE BUFFER

10' LANDSCAPE BUFFER

N89°29'31"W 189.70'

N89°13'07"W
9.16'

OUTPARCEL
(Radio Tower Site)

142.75'

S00°25'09"W

10' LANDSCAPE BUFFER

60'x 85'=
5,100
F.F. El.=280.00

20' PATIO AREA

60'x145'=
8,700
F.F. El. = 280.00

S00°30'28"W

70'

15' LANDSCAPE BUFFER

SIGN

20' LANDSCAPE BUFFER

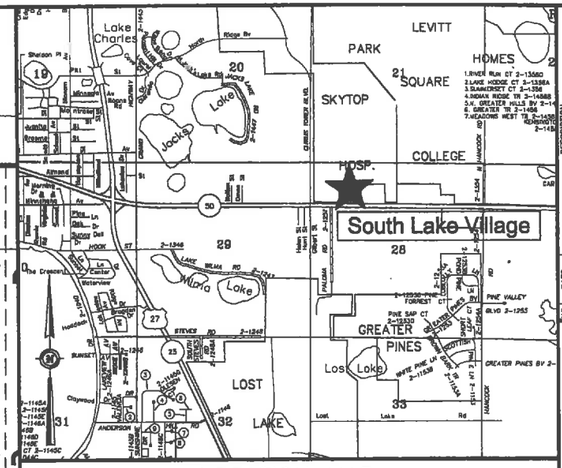
S89°06'44"E 433.80'

GRAPHIC SCALE
30 0 15 30 60
1 INCH = 30 FEET

WESTBOUND LANES

State Road No. 50

EASTBOUND LANES



LOCATION MAP

PROJECT CHARACTERISTICS

EXISTING ZONING.....C-2
EXISTING FUTURE LAND USE DESIGNATION.....COMMERCIAL
LAKE COUNTY PROPERTY APPRAISER PARCEL.....09-22-26-120501100001
ALT. KEY No.....3784777

TOTAL PROJECT AREA.....±5.64 Ac.
HOTEL PARCEL AREA.....±2.23 Ac.
HOTEL FLOOR AREA = (±14,000 sf x 4 STORIES) = 56,000 sf = 1.29 Ac.
FLOOR AREA RATIO (FAR) = (1.29/2.23) = 0.58

PROPOSED SERVICES:
DRINKING WATER.....City of Clermont
SEWAGE DISPOSAL.....City of Clermont
ELECTRIC.....Duke Energy
NATURAL GAS.....Lake Apopka Natural Gas District
TELEPHONE.....CenturyLink
GARBAGE DISPOSAL.....Local service contract
FIRE PROTECTION.....Clermont Fire Dept.
POLICE PROTECTION.....Clermont Police Dept.

MINIMUM BUILDING SETBACK REQUIREMENTS:
FROM S.R. 50 RIGHT-OF-WAYS.....50'
FROM CITY STREET RIGHT-OF-WAYS.....25'
FROM SIDE PROPERTY LINES.....12'

PARKING SPACES REQUIRED:
HILTON HOTEL (107 ROOMS)
(1) Parking Space per Room: = 107 Spaces Req'd
PLUS (1) Parking Space for every 4 employees
with 20 employees = 5 Spaces Req'd
TOTAL = 112 Spaces Req'd

PARKING SPACES PROVIDED: (81) 10' x 20' REGULAR SPACES
(27) 9' x 18' COMPACT SPACES
(4) 12' x 20' HANDICAPPED SPACES
(112) PARKING SPACES PROVIDED

LEGAL DESCRIPTION:

Parent Parcel Description (written by surveyor):
BEGIN at the Northwest corner of Tract 11, LAKE HIGHLANDS COMPANY, according to the map or plat thereof, as recorded in Plat Book 2, Page 28, Public Records of Lake County, Florida, thence run N 89°42'55" E along the South right of way line of Legends Way, also being the North line of said Tract 11, for a distance of 663.97 feet to the West right of way line of Championship Boulevard, as recorded in Official Records Book 2108, Page 1404, Public Records of Lake County, Florida; thence run S 00°30'28" W along said West right of way line for a distance of 439.36 feet to the North right of way line of State Road No. 50; thence run N 89°06'44" W along said North right of way line for a distance of 433.80 feet to the East line of that parcel of land described in Official Records Book 91, Page 572, Public Records of Lake County; thence run N 00°25'09" E along said East line for a distance of 142.75 feet to the Northeast corner of said parcel described in Official Records Book 91, Page 572; thence run N 89°13'07" W along the North line of said parcel described in Official Records Book 91, Page 572 for a distance of 9.16 feet; thence run N 89°29'31" W along the North line of said parcel described in Official Records Book 91, Page 572 for a distance of 189.70 feet to the West line of aforesaid Tract 11; thence run N 00°17'59" E along said West line of Tract 11 for a distance of 284.92 feet to the Point of Beginning.

Containing 5.843 acres±, more or less.

RICK McCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38723

NOT VALID WITHOUT SIGNATURE AND ORIGINAL RAISED SEAL

REVISIONS
NO. | DATE | DESCRIPTION

Rhoden Land Surveying, Inc.
420 East Minnehaha Ave.
Clermont, Florida 34711
(352) 394-8255

McCOY & ASSOCIATES
ENGINEERS & LAND PLANNERS
232 4th STREET, CLERMONT, FL. 34711
(352) 394-3756 CA#: 6374

HILTON SUITES HOTEL CUP PLAN

SOUTH LAKE VILLAGE COMPLEX

Sec. 28; Twp. 22S; Rge 26E, City of Clermont, Lake Co. Fl.

OWNER/APPLICANT: Mark Graff c/o SLV13, LLC
1200 Oakley Seaver Dr. Suite 203, Clermont, Fl. 34711 (352) 242-2888

JOB NO. 13-018
DATE Jan. 2015
DES. BY: RMc
DWN. BY: RMc
CHK'D BY:
APP'D BY:
SHEET 1 OF 1

Chairman Jones asked why this project has a requirement for a 30-foot setback when other zoning areas are 25-foot setbacks.

Mr. Kruse stated that when the parcel was annexed into the city it was given the zoning of Urban Estate which has a setback of 30 feet.

Chairman Jones asked if the applicant would be willing to rescind their request for the increase on the impervious.

Mr. Crawford stated that the increase in the impervious is necessary to be allowed to build the house. He stated that they are limiting it to 26 lots because that is what the current stormwater pond is designed to handle.

Commissioner Whitehead stated that she wants condition numbers 8 and 9 to be restricted to the 26 lots for the Aspen model.

Mr. Crawford stated that was the intention.

Mr. Kruse stated that staff was unaware that this request was limited to the 26 lots when the staff report was drafted.

Commissioner Whitehead moved to recommend approval of the conditional use permit and to limit numbers 8 & 9 in conditions to 26 lots; seconded by Commissioner Hubbard. The vote was 5-2 to recommend approval of the conditional use permit with Commissioners Proli and Martin opposing.

2. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a structure that is more than 20,000 sq. ft. in the C-2 General Commercial zoning district
APPLICANT: SLV13, LLC

Senior Planner John Kruse presented the staff report as follows:

The applicant is requesting a Conditional Use Permit (CUP) to allow a business establishment, Hilton Suites Hotel, to occupy more than 20,000 square feet of total floor space in the General Commercial District (C-2). Under Sec. 122-223 of the Land Development Code, the C-2 zoning district permits a hotel, but limits it to 20,000 square feet or less. The conditional use permit allows the applicant to occupy more than 20,000 square feet. The applicant desires to construct a new four-story hotel building. The proposed building will be 56,000 square feet, which includes 107 rooms and other hotel amenities. The proposed location is a vacant lot located south of Legends Way, west of Champions Way (under construction), and north of SR 50. The site is approximately 5.64 acres in size, with 2.23 acres devoted to the hotel site. The remaining 3.41 acres of the overall site will be developed with other C-2 permitted uses. The applicant has not

applied for any variances and has indicated that they can develop the site according to the Land Development Code.

The proposed hotel is consistent with the area as a whole and would be located in an area that would generate demand for overnight lodging. The square footage and height of the proposed hotel would be very similar to the existing Hampton Inn Suites located approximately 1,000 feet to the east of the site. The applicant has been through the City's preliminary site plan review with staff on the proposed project. The applicant and staff believe the project meets the LDC with the exception of the CUP requirement. Therefore, staff recommends approval of this request.

Rick McCoy, 732 Fourth St., stated that he was representing the applicant. He stated that the zoning allows hotels but wouldn't allow over 20,000 square feet, which would only allow a one-story motel. He stated that this would be a good project for the area. To allow more flexibility for suites, the proposed square footage was adjusted from 56,000 to 68,000.

Commissioner Whitehead stated that our community really needs this with all the athletes and the new boat house.

Commissioner Martin asked how many floors the Hampton Inn had.

Mr. Kruse stated that he believes the Hampton Inn is four floors.

Commissioner Whitehead moved to recommend approval of the conditional use permit with the 68,000 square foot building; seconded by Commissioner Solis. The vote was unanimous to recommend approval of the conditional use permit.

3. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial
APPLICANT: Staff (Toyota of Clermont)

Senior Planner John Kruse presented the staff report as follows:

This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 27, 2012. The property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 28 acres, has been developed as an auto dealership, Toyota of Clermont.

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION

DATE: January 28, 2015 FEE: $350.00

PROJECT NAME (if applicable): Hilton Suites Hotel

APPLICANT: SLV13, LLC

CONTACT PERSON: Mark Graff

Address: 1200 Oakley Seaver Drive, Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-242-2888 Fax:

E-Mail: mgraff@graffholdings.com

OWNER: SLV13, LLC

Address: 1200 Oakley Seaver Drive, Suite 203

City: Clermont State: FL Zip: 34711

Phone: 352-242-2888 Fax:

Address of Subject Property: To Be Determined

General Location: Along SR 50, at the southwest corner of Legends Way and the future Champions Way connector

Legal Description (include copy of survey): A portion of Clermont, Lake Highlands 28-22-26 - Beg on the W line of Tract 11 at a Point 160 Ft N of Hwy 50 ROW for POB, Run E 200 Ft, S to Hwy, E along Hwy to E line of Tract 11, N to NE corner of Tract 11, W to NW corner of Tract 11, S to POB--Less Begin at E line of Tract 11 at N ROW line of SR 50, Run N 0-34-38 W 433.97 Ft, N 88-42-10 W 30 Ft, S 0-34-38 E 433.97 Ft,S 89-18-53 E 30 Ft to POB for Rd ROW - PB 2 PG 28

Land Use (City verification required): Commercial

Zoning (City verification required): C-2

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

Proposed 107 room hotel as a part of the South Lake Village hotel/retail site plan.

Mark Graff
Applicant Name (print)

X _____
Applicant Name (signature)

Mark Graff
Owner Name (print)

X _____
Owner Name (signature)

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

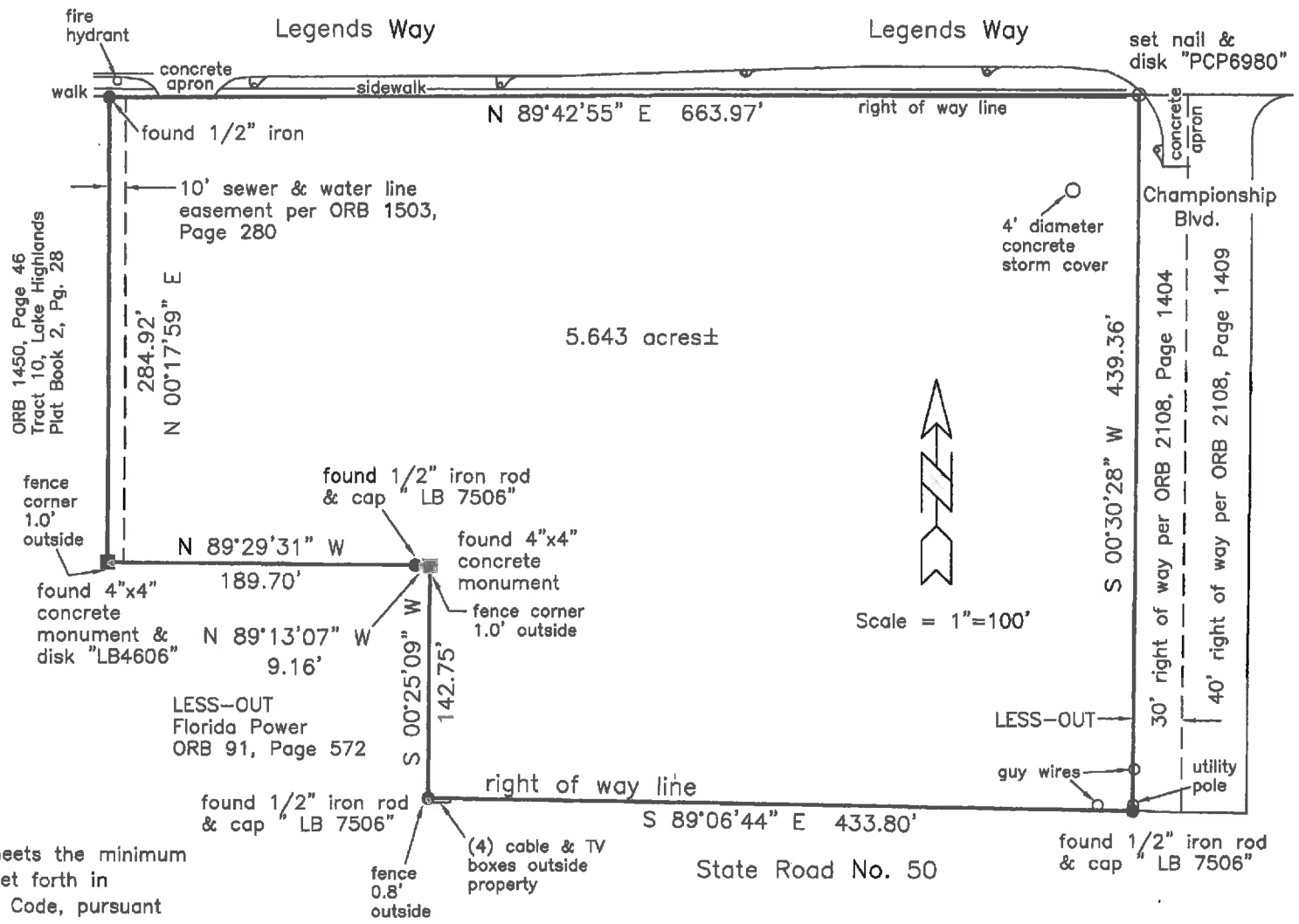
IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY ON PROCESSING AND WILL NOT BE SCHEDULED UNTIL CORRECTIONS ARE MADE.

City of Clermont
Planning & Zoning Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

Map of Boundary Survey

Description:
The Part of Tract 11, LAKE HIGHLANDS COMPANY SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 28, Public Records of Lake County, Florida, (said Tract 11 is also described as the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of Section 28, Township 22 South, Range 26 East) lying North of the Northerly right-of-way of State Road 50; LESS AND EXCEPT that tract of land conveyed to Florida Power Corporation and recorded in O.R. Book 91, Page 572, of the Public Records of Lake County, Florida; also LESS AND EXCEPT that parcel conveyed to the City of Clermont by Special Warranty Deed recorded in O.R. Book 2108, Page 1404-1405, of the Public Records of Lake County, Florida.

Notes:
-Bearings based on the South line of Legends Way as being N 89°42'55" E, an assumed meridian.



Surveyor's Certification
I hereby certify to Mark Graff that this Map of Boundary Survey meets the minimum technical standards for surveys as set forth in Chapter 5J-17 Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Jeffrey P. Rhoden

JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

City of Clermont
I hereby declare that based on my examination of the Flood Insurance Rate Map number 12069C 0590 E dated Dec. 18, 2012, and that to the best of my knowledge,. belief and my professional opinion that the subject property lies within flood zone X.

Field Date 11/22/13	Prepared for: Mark Graff 13055.001
Drawn by: JPR	*Rhoden Land Surveying, Inc.* LB #6980 420 E. Minnehaha Ave. Clermont, FL 34711 352-394-6255
Scale: 1"=100'	

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a structure to occupy more than 20,000 square feet of total floor space in the C-2 General Commercial zoning district at the following location:

LOCATION
Alt. Key 3784777
Vacant 5.6+/- Acre Lot
located south of Legends Way, North of SR 50
and West of Champions Way

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, March 3, 2015 at 7:00pm.

A public meeting to consider the request will be held before the City Council on Tuesday, March 24, 2015 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
February 24, 2015 and March 17, 2015