



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 26, 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

Code Enforcement Officers' Appreciation Week

Election Proclamation

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 - Piggyback Contract Award and
Budget Amendment

Consider request to piggyback the St. Johns County B.C.C. contract with Pierce Manufacturing, Inc. to purchase one pumper fire apparatus in the amount of \$380,347 and a budget amendment.

Item No. 2 - Term Contract Award

Consider approval of single source determination and term contract award from Sunstate Meter Supply, Inc. to purchase water meters on an as-needed basis.

Item No. 3 - Utility Service Agreement

Consider request for Water & Wastewater service for Headquarter Mazda.

Item No. 4 - Bid Award

Consider approval of bid award to Central Florida Ready Mix, Inc. to provide all labor, material and equipment necessary for ready-mix concrete services.

CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 26, 2015

Item No. 5 - Piggyback Contract Award

Consider request to piggyback City of Leesburg contract with Mott Concrete, Inc. to provide concrete and masonry services.

UNFINISHED BUSINESS

Item No. 6 - Ordinance No. 2015-11; *Final*
Toyota of Clermont

Consider Ordinance to change the future land use from Lake County Regional Commercial to City Commercial for property located at 16851 State Road 50.

Item No. 7 - Ordinance No. 2015-14; *Table to June 23, 2015*
Plaza Collina

Table to the June 23, 2015 City Council meeting.

Item No. 8 - Ordinance No. 2015-35; *Final*
Senninger Irrigation

Consider Ordinance to annex property located at 16220 State Road 50, in accordance with the Interlocal Service Boundary Agreement (ISBA).

Item No. 9 - Ordinance No. 2015-37; *Final*
Senninger Irrigation

Consider Ordinance to change the zoning from UE Urban Estate to M-1 Industrial for property located at 16220 State Road 50.

Item No. 10 - Ordinance No. 2015-59; *Final*
Thomas

Consider Ordinance to change the zoning from R-1 Single Family to R-2 Medium Density for property located along Prince Edward Avenue.

Item No. 11 - Ordinance No. 2015-65; *Final*
Piora

Consider Ordinance to change the zoning from R-1 Single Family to R-2 Medium Density for property located at Chestnut Street and West Avenue.

Item No. 12 - Ordinance No. 2015-60; *Withdrawn*
Magnolia Center

**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, May 26, 2015**

Item No. 13 - Ordinance No. 2015-61; *Withdrawn*
Magnolia Center

NEW BUSINESS

Item No. 14 - Resolution No. 2015-17; *Withdrawn*
John's Lake Landing

Item No. 15 - Resolution No. 2015-18; *Withdrawn*
Magnolia Center

Item No. 16 - Variance Request
Marks

Consider request for a variance to allow for a 30 foot driveway access width, which is greater than the 20 feet allowed in section 98-9 (2)(a) of the Land Development Code, located at 4204 Foxhound Drive.

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, Code Enforcement Officers provide for the safety, health and welfare of the citizens in this community through the enforcement of building, zoning, housing, animal control, fire safety, environmental and other codes and ordinances; and

Whereas, Code Enforcement Officers are often not credited for the jobs that they do in saving lives and improving neighborhoods; and

Whereas, every day; assisted by support and program staff, they attempt to provide quality customer service to the public for the betterment of the community; and

Whereas, too many times their efforts go unnoticed, even after code compliance has been accomplished due to their efforts and expertise; and

Whereas, Code Enforcement Officers are dedicated, well trained, and highly responsible individuals who take their jobs seriously and are proud of their department and the local government within which they serve; and

Whereas, the Florida Association of Code Enforcement has declared the first week of June be set aside by local government to honor and recognize their Code Enforcement Officers;

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 the week of June 1 through June 5, 2015 as

Code Enforcement Officers' Appreciation Week

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed this 26th day of May in the year of two thousand fifteen.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

City of Clermont

Mayor's Proclamation

The General Election of the City of Clermont shall be held on the 3rd day of November, 2015, between the hours of 7:00 a.m. and 7:00 p.m. Eastern Standard Time at the Clermont City Center, 620 W. Montrose Street; Kings Ridge Clubhouse, 1900 Kings Ridge Boulevard; Legends Clubhouse, 1690 Legendary Boulevard; Cooper Memorial Library, 2525 Oakley Seaver Drive; Family Christian Center, 2500 S. US Hwy. 27, Summit Greens Clubhouse, 1190 Summit Greens Boulevard; Sundance Apartments Gymnasium, 1601 Johns Lake Road; Heritage Hills Clubhouse, 3195 Heritage Hills Boulevard; Vineyards at Hammock Ridge, 1480 Hammock Ridge Road; and Woodlands Lutheran Church, 15333 Highway 455. The purpose of this election is to elect:

City Council Member Seat 2 (Two Year Term)

City Council Member Seat 4 (Two Year Term)

A primary election will be held on the 25th day of August, 2015, if there are more than two candidates who qualify for any one of the above seats.

Election Qualifying begins on Monday, June 15, 2015 at 12:00p.m.

(Noon) and closes on Friday, June 19, 2015 at 12:00p.m. (Noon)

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Clermont to be affixed on this 26th day of May 2015.

Mayor Gail L. Ash

ATTEST: _____
Tracy Ackroyd, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Piggyback Contract Award and Budget Amendment		
Requested Action		
Move to approve piggyback contract number RFP 07-53 from St. Johns County B.C.C. with Pierce Manufacturing, Inc. to purchase one pumper fire apparatus in the amount of \$380,347 and a budget amendment.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Purchasing Department sought a contract from St. Johns County B.C.C. to purchase one pumper fire apparatus. The final price of the fire apparatus was negotiated from \$406,737 to \$380,347, a savings of \$26,390. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1505-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the St. Johns County B.C.C. contract. The St. Johns County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. The apparatus is included in the City's Five Year Capital Plan for FY 2016 in order to staff new Fire Station No. 4. With the expected opening of Fire Station No. 4 in December 2015, it is necessary to order the apparatus now, considering a nine month build time.		
Additional Analysis		
Fiscal Impact Summary		
Budget amendment to the Infrastructure Sales Tax Fund is necessary for the purchase in the current fiscal year.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
\$380,347.00	12522-66400	\$0.00
Exhibits Attached (copies of original agreements)		
1. St. Johns Contract	2015 Pierce piggyback contract docs for new E104.pdf	
2. Negotiated Price	Clermont Pumper Proposal Page 2015.pdf	
3. RFI 1505-003	RFI 1505-003.pdf	

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



October 31, 2011

Ms. Leigh Daniels, CPPB
St. Johns County Purchasing
2446 Dobbs Road
St. Augustine, FL 32086

Reference: Contract Extension under RFP No: 07-53, Fire Apparatus and Special Application Vehicles

Dear Ms. Daniels,

Pierce Manufacturing, Incorporated is willing to extend/renew the above-referenced contract for an additional five years, dating from March 1, 2012 to February 28, 2017. All terms and conditions of the contract shall remain the same.

We sincerely appreciate the opportunity to continue doing business with St. Johns County and look forward with great anticipation to the continuation of this contract. It has truly been a pleasure working with the staff of St. Johns County Fire Rescue and St. Johns County Purchasing over the last five years.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert F. Boggus".

Robert F. Boggus
Ten-8 Fire Equipment, Inc.
Authorized Sales Representative
Pierce Manufacturing, Inc.

Cc: Mark Jones, Ten-8 Fire Equipment, Inc.
Dann Bouwer, Ten-8 Fire Equipment, Inc.
Mark L. Smith, Pierce Manufacturing, Inc.



St. Johns County Board of County Commissioners

Purchasing Division

December 6, 2011

Mr. Robert Boggus
Pierce Manufacturing Inc.
P O Box 2017
Appleton, WI 54912-2017

Re: Contract Extension under RFP No: 07-53, Fire Apparatus and Special
Application Vehicles for St. Johns County, Florida

Dear Mr. Boggus,

Please find enclosed the executed contract agreement for the above referenced project.

Purchase Orders will be issued for the purchase of this equipment.

If you have any questions, please call me at 904-209-0154. Thank you for doing business
with St. Johns County.

Sincerely,

A handwritten signature in black ink, appearing to read "Leigh Daniels", is written over a horizontal line.

Leigh Daniels, CPPB
Buyer III
St. Johns County Purchasing Division

cc: Fire Rescue
Master File



St. Johns County Board of County Commissioners

Purchasing Division

November 1, 2011

CONTRACT AMENDMENT #1

Mr. Robert Boggus
Pierce Manufacturing Inc.
P O Box 2017
Appleton, WI 54912-2017

RE: RFP No: 07-53; Fire Apparatus and Special Application Vehicles – Contract Amendment #1

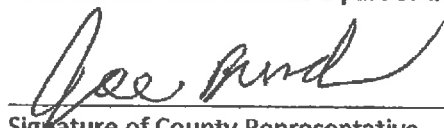
Contract Amendment #1 is hereby issued to amend the above referenced Contract Agreement as follows:

1. Contract Renewal Option #1 is hereby being exercised by St. Johns County.
2. The contract time is hereby extended from March 1, 2012 for a period of five (5) years and shall expire midnight Eastern Standard Time (EST) February 28, 2017.

All pricing shall be firm as listed on the most current GSA Federal Supply Schedule 23 in effect at the time of proposal to Pierce Fire Fighting vehicles plus 3% dealer markup throughout the duration of the Contract Term.

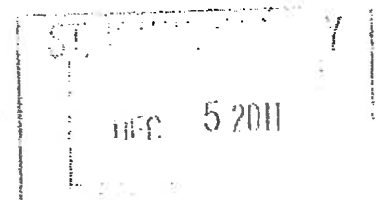
All equipment shall be in accordance with all the terms, conditions and specifications of RFP No. 07-53 and all terms and conditions of the original Contract Agreement dated March 1, 2007 shall remain in full force and effect.

Please sign below to indicate your acceptance of the amendments shown above. This Contract Amendment shall become a part of the contract upon execution of all parties.

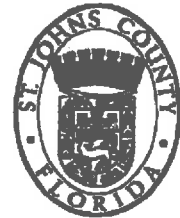
 Accepted 12-5-11 Date
Signature of County Representative
Joe Burch, Purchasing Director, St. Johns County

X  Accepted 12/01/2011 Date
Signature of Contractor Representative

John S. Verich, Vice President of Finance
Typed or Printed Name and Title



ST. JOHNS COUNTY, FLORIDA
Board of County Commissioners



Office of the Purchasing Department

2740 Industry Center Road
Saint Augustine, FL
32084

PHONE (904) 209-0154
FAX (904) 209-0155

TO: Robert Boggus DATE: March 2, 2007
Pierce Manufacturing, Inc.
P. O. Box 2017 BID NO.: 07-53
Appleton, WI 54912-2017

PROJECT DESCRIPTION: RFP NO: 07-53

Fire Apparatus and Special Application Vehicles

Please find enclosed the executed contract agreement for the above referenced project.

Purchase Orders will be issued for the purchase of equipment.

If you have any questions, please call me at 904-209-0154. Thank you for doing business with St. Johns County.

Sincerely,

A handwritten signature in cursive script, reading "Leigh A. Daniels".

Leigh Daniels
Buyer III
St. Johns County Purchasing

cc: Fire Rescue Department
Finance
Master File

SJN
3/1/07

**CONTRACT AGREEMENT
FOR
RFP NO. 07-53
Fire Apparatus and Special Application Vehicles**

THIS AGREEMENT is made this 1st day of March 2007 by and between ST. JOHNS COUNTY, hereinafter called "OWNER", and Pierce Manufacturing Inc., P. O. Box 2017, Appleton, WI 54912, (920) 832-4273 hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payment and agreements hereinafter mentioned;

1. The CONTRACTOR will supply fire apparatus and special application vehicles to St. Johns County Fire Rescue listed on General Services Administration, GSA Federal Supply Schedule 23, Contract # GS-30F-1045D in accordance with RFP No. 07-53.

2. The CONTRACTOR agrees to provide the item(s) as described in the CONTRACT DOCUMENTS for a five-year term beginning March 1, 2007 and ending February 28, 2012 unless extended. The County will be invoiced at a pricing level equal to current GSA Federal Supply Schedule 23 in relation to Pierce Fire Fighting vehicles plus 3% dealer markup. A Purchase Order will be issued for each purchase.

Any future price adjustments to fire apparatus and special application vehicles pricing will be in accordance and equal to adjustments made to GSA Federal Supply Schedule 23.

Owner agrees to allow other municipalities or agencies to access its contract for fire apparatus and special application vehicles. An access fee in the amount of $\frac{1}{2}$ of 1% of the sale price of each unit purchased off the contract by an outside agency will be credited back to the Owner to be applied to the next purchase.

The contract will be for an initial period of five (5) years. The contract may be extended, upon mutual agreement of the Owner and Contractor, for up to five (5) years. This agreement does not require that the owner meet or exceed a minimum purchase quantity.

3. The term CONTRACT "DOCUMENTS" means and includes the following:

- (1) ADVERTISEMENT FOR BIDS AND INSTRUCTION TO BIDDERS
- (2) RFP PROPOSAL - COST PROPOSAL
- (3) RFP SPECIFICATIONS & CONDITIONS & ADDENDUM # 1
- (4) CONTRACTOR'S PROPOSAL DATED 1/16/2007

(5) CONTRACT AGREEMENT

4. The Contract Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.
IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement, five (5) copies of which shall be deemed an original on the date first above written.

CONTRACTOR:

OWNER:

PIERCE MFG. INC. Seal

St. Johns County Board of County Commissioners Seal

BY: Robert F. Boggs
Signature

BY: Joe Burch
Signature

NAME: ROBERT F. BOGGS
Printed Name & Title

NAME: Joe Burch, Purchasing Manager
Printed Name & Title

ADDRESS: 2600 AMERICAN DR. 3-1-07
APPLETON, WI 54915 Date of Execution

PHONE (920) 832-3231

FAX (920) 832-3084

Cheryl Strickland, Clerk of Courts

By: Patricia A. Grande
Deputy Clerk

3-1-07
Date of Execution

Pierce Manufacturing Inc.

AN OSHKOSH CORPORATION COMPANY • ISO 9001:2000 CERTIFIED

2600 AMERICAN DRIVE
POST OFFICE BOX 2017
APPLETON, WISCONSIN 54912-2017
920-832-3000 • FAX 920-832-3208
www.piercemfg.com



November 18, 2011

To Whom It May Concern:

RE: Pricing Certification for St. John County, Florida Contract for Fire Apparatus and Special Application Vehicles
Awarded Per RFP 07-53

For this contract Pierce Manufacturing Inc. established a verifiable and justifiable price point with St. John's County, by establishing a pricing level equal to GSA Federal Supply Schedule 23 in relation to Pierce Fire Fighting vehicles plus 3% dealer markup as in effect at the time of this bid. The GSA price point, as established for this bid, is equal to our current Pierce dealer cost as detailed through the software programs known as "Pulse". This is illustrated on the last page of each component list as "Net Due Pierce". This would include any Pierce offered options and accessories. All models offered by Pierce Manufacturing Inc. are available under this contract with pricing generated through the "Pulse" pricing configurator. The pricing software is maintained by Pierce Manufacturing Inc. and all numbered options are price controlled by the manufacturer. Local dealer has no control over the numbered option pricing. Charges over and above this pricing level would be equal to those allowed by GSA for training, delivery, and inspections. Pierce agrees to maintain this level pricing point for the term of the contract.

Pricing provided by the local dealer for loose firefighting equipment and supplies (hose, nozzles, tools) shall confirm to the discount schedule as supplied in the St. Johns County contract for these loose items.

Proposals may only be submitted by the local dealer representing Pierce Manufacturing Inc. The local dealer is responsible for complete administration of the contract, delivery if required, training, service and warranty repairs. If any further clarification is needed, please feel free to contact me. We greatly appreciate your consideration of our products.

Respectfully,
Pierce Manufacturing, Inc.

A handwritten signature in blue ink that reads "Mark Smith".

Mark Smith
Senior Sales Manager
Pierce Manufacturing Inc.
Office Phone: 920-832-3204
Cell: 920-470-2615
Email: msmith@piercemfg.com

AGENDA ITEM **ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS**

Deadline for Submission - Friday 9 a.m. - Eleven Days Prior to BCC Meeting

February 20, 2007

BCC MEETING DATE

TO: Wally Kropacek, Interim County Administrator **DATE:** February 9, 2007
FROM: Joe Burch, Purchasing Manager **PHONE:** 209-0152
SUBJECT OR TITLE: RFP 07-53, Fire Apparatus and Special Application Vehicles

☒ BUSINESS ITEM	☐ BONDS	☐ PUBLIC HEARING	☐ ORDINANCE	☐ Legal Review
☐ CONSENT AGENDA	☐ APPOINTMENTS	☒ BID AWARD	☐ RESOLUTION	☐ ()
☐ WORKSHOP	☐ REPORT	☐ EX PARTE COMMUNICATIONS	☐ CONTRACT	☐ (std)
			☐ BONDS	☐ ()

BACKGROUND INFORMATION: (Attach additional pages if necessary)

St. Johns County solicited proposals from qualified firms to provide Fire Apparatus and Special Application Vehicles to St. Johns County Fire Rescue. Proposals are to provide a full line of apparatus such as Engine/Pumpers, Aerial Platforms, Aerial Ladders, Light, Medium, & Heavy Rescue, Mini-Pumper, Brush, Haz-Mat, and Incident Command equipment. Proposals include base vehicle and equipment, delivery schedule, warranty, service and maintenance and cost.

Proposals were received on January 18, 2007 and the Evaluation Committee met on February 1, 2007 to record committee scores and rank responding firms based on the proposals submitted. The responding firms were ranked as follows:

No. 1 Pierce Manufacturing Inc. 450

No. 2 American LaFrance, LLC 397

Pierce Manufacturing has offered pricing from GSA Schedule GS-30F-1045D plus 3%. This schedule is accessible at www.gsa.gov.

Staff recommends award of the contract to the No. 1 ranked firm, Pierce Manufacturing Inc., for an initial five (5) year term with provisions for an additional five (5) year renewal period based upon mutual agreement by all parties, the availability of funds, and the continued need for equipment.

Note: The proposal is about 500 pages so it is not attached. An original of the complete proposal from both firms has been sent to the BCC Office attn Diane Gorski for Commissioner review/information. Please call Joe Burch if you need additional info.

1. IS FUNDING REQUIRED? ☒ YES ☐ NO 2. IF YES, INDICATE IF BUDGETED ☒ YES ☐ NO
 IF FUNDING IS REQUIRED, MANDATORY OMB REVIEW IS REQUIRED **OMB REVIEW (DRC)**
 INDICATE FUNDING SOURCE- 1226-56400 Fire District Capital Equipment \$1,620,150.00 FY 2007

SUGGESTED MOTION/RECOMMENDATION/ACTION:

Motion to authorize the County Administrator, or his designee, to negotiate with and enter into contract with the No 1 ranked firm, Pierce Manufacturing Inc., for a period of five (5) years with an additional (5) year renewal option.

Administration: _____ Initials

☐ FORWARDED TO BCC ☐ SUPPORTING MATERIAL ATTACHED

S:\agenda\022007.ppt RFP 07-53 Fire Apparatus.doc
 REVISED 10/13/05

RFQ NO.: 07-53**ST. JOHNS COUNTY
REQUEST FOR PROPOSALS
FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES**

Notice is hereby given that Request for Proposal submittal packages will be received until 4:00 p.m. on Thursday, January 18, 2007. Mail or deliver all proposals to Leigh Daniels, Buyer III, St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, FL 32084, phone number (904) 209-0154. All submittals must be clearly marked on the outside RFP 07-53 **FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES**. Any qualified individuals or firms desiring to provide the required services should submit one (1) original and four (4) copies of an RFP Package containing a letter of interest, a letter of introduction and qualifications as shown in the Request for Proposal Package.

SCOPE OF SERVICES: St. Johns County Board of County Commissioners, St. Johns County Fire Rescue Department is accepting sealed proposal packages in the St. Johns County Purchasing Department by qualified individuals or firms desiring to provide Fire Apparatus and Special Application Vehicles.

Any qualified vendor desiring to provide the above services should apply by submitting five (5) letters of interest and supplemental information as requested in the Detailed Request for Proposal. The contract will be issued for an initial five (5) year term with provisions for an additional five (5) year renewal period based upon mutual agreement by all parties, the availability of funds, and the continued need for equipment.

Evaluation of Proposals:

Proposals will be evaluated in accordance with the following Evaluation Criteria:

1. Base Vehicle and Equipment
2. Delivery Schedule
3. Warranty
4. Service and Maintenance
5. Cost/Fee Proposal

Request for Proposal packages are available from Leigh Daniels, St. Johns County Purchasing via email request at ldaniels@co.st-johns.fl.us or the DemandStar.com, Inc. System at 800-711-1712 and requesting **Document #07-53**. Many packages can be downloaded from the Internet. Check the agency's site for download availability and any applicable fees. Vendors registered with DemandStar.com can download most packages at no cost from their web site - www.demandstar.com.

All questions related to this RFP should be directed to Leigh Daniels, Buyer III, St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, FL 32084, phone (904) 209-0154.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firm whose proposal best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

**ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS**

SUMMARY SHEET
FOR RANKING OF FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES

DATE: February 1, 2007 9:00 a.m.
PROJECT: RFP 07-53, Fire Apparatus and Special Application Vehicles

[illegible]

APPROVED: PURCHASING MANAGER

DATE _____

2-1-02

FIRE CHIEF

DATE _____

1147

POSTING TIME/DATE FROM 4:00 p.m., February 1, 2007

UNTIL 4:00 P.M., February 6, 2006

PAGES 1 OF 1 PAGES(S)

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

EVALUATION SHEET
FOR RANKING OF FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES

DATE: January 18, 2007
PROJECT: RFP: 07-53

[illegible]

DATE: 01/28/07

REQUEST FOR PROPOSALS

**RFP No. 07-53
FOR**

Fire Apparatus and Special Application Vehicles



**St. Johns County Board of Commissioners
St. Johns County Purchasing Department
2740 Industry Center Road
Saint Augustine, Florida 32084**

Due Date/Time for Receipt of Proposals: January 18, 2007, 4:00 PM.

RFQ NO.: 07-53

ST. JOHNS COUNTY REQUEST FOR PROPOSALS FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES

Notice is hereby given that Request for Proposal submittal packages will be received until **4:00 p.m. on Thursday, January 18, 2007**. Mail or deliver all proposals to Leigh Daniels, Buyer III, St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, FL 32084, phone number (904) 209-0154. All submittals must be clearly marked on the outside **RFP 07-53 FIRE APPARATUS AND SPECIAL APPLICATION VEHICLES**. Any qualified individuals or firms desiring to provide the required services should submit **one (1) original** and **four (4) copies** of an RFP Package containing a letter of interest, a letter of introduction and qualifications as shown in the Request for Proposal Package.

SCOPE OF SERVICES: St. Johns County Board of County Commissioners, St. Johns County Fire Rescue Department is accepting sealed proposal packages in the St. Johns County Purchasing Department by qualified individuals or firms desiring to provide Fire Apparatus and Special Application Vehicles.

Any qualified vendor desiring to provide the above services should apply by submitting five (5) letters of interest and supplemental information as requested in the Detailed Request for Proposal.

The contract will be issued for an initial five (5) year term with provisions for an additional five (5) year renewal period based upon mutual agreement by all parties, the availability of funds, and the continued need for equipment.

Evaluation of Proposals:

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4. Service and Maintenance
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All questions related to this RFP should be directed to Leigh Daniels, Buyer III, St. Johns County Purchasing Department, 2740 Industry Center Road, St. Augustine, FL 32084, phone (904) 209-0154.

The St. Johns County Board of County Commissioners reserves the right to reject any or all proposals, waive minor formalities or award to/ negotiate with the firm whose proposal best serves the interest of St. Johns County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

**ST. JOHNS COUNTY
REQUEST FOR PROPOSALS
Fire Apparatus and Special Application Vehicles**

St. Johns County requests proposals for Fire Apparatus and Special Applications Vehicles to be used by St. Johns County Fire Rescue.

SECTION 1.0 GENERAL INFORMATION

St. Johns County Fire Rescue provides professional fire protection and rescue services from 18 stations located throughout County. Its response area covers 610 square miles serving a population of approximately 160,000. St. Johns County Fire Rescue responds to over 20,000 incidents annually, of which approximately 85 % are Emergency Medical Service calls. Currently the Department consists of nearly 300 full time personnel.

GENERAL REQUIREMENTS

The bidder/prime contractor shall be the manufacturer of the apparatus whom shall accept ultimate responsibility for performance of the contract, including specification compliance, and assuring resources are in place for adequate service throughout the contract period.

Bidder must provide current reference for manufacturer and dealer that will be servicing St. Johns County. Bidder shall provide financial certification for manufacturer and dealer that will be servicing St. Johns County.

*Bidder shall be a full line manufacturer and should be able to provide at a minimum the following types of apparatus (literature for each type of apparatus shall be included in the proposals):

Engine/Pumpers
Aerial Platforms
Aerial Ladders
Air/Light
Light Rescue
Medium Rescue
Heavy Rescue
Mini Pumper
Brush/Wildland
Haz-Mat
Incident Command

Bidder shall be an ISO 9001 manufacturer certified in the Design, Manufacture and Servicing of Custom and Standard Fire Fighting and Emergency Response Vehicles and Apparatus.

Manufacturer shall maintain a State of Florida Department of Highway Safety and Motor Vehicles license as a Manufacturer of Motor Vehicle Equipment.

EQUIPMENT

Bidder shall be able to provide a full line of fire fighting equipment to St. Johns County Fire Rescue. Pricing shall not be limited to apparatus purchases only but must also be extended to individual item sales as well. Each bidder shall list the fire fighting equipment manufacturers they or their dealer represents and shall provide a discount from list price for each equipment manufacturer. The equipment pricing shall be part of **BINDER 2 COST PROPOSAL**.

DEALERSHIP

Bidder shall state the number of years that the manufacturer and dealer have been in business.

Bidder or dealer shall have established working facilities with staffed office, parts, and service facilities.

Bidder or dealer shall have the ability to supply fire fighting equipment at competitive pricing as required to meet the needs of St. Johns County Fire Rescue.

SECTION 2.0 STATEMENTS OF SPECIFICATIONS

It is the intention of St. Johns County to enter into a contract with a single provider for purchases of various fire apparatus and certain special application vehicles. A price structure is to be established for vehicles, options, accessories and parts, which St. Johns County may purchase for five (5) years with an option to renew for an additional five (5) years. It is the intention of this bid request for the County to enter into contract with a single bidder for: (1) an initial purchase of the specific fire apparatus specified on the bid sheet and, (2) to provide for an indefinite quantity contract with the awarded bidder for future purchases of various hereto specified and unspecified fire apparatus. The resulting contract shall guarantee the construction and delivery to the County any additional fire apparatus as may be required by the County throughout the initial contract term and any subsequent contract renewal periods.

All vehicles and equipment furnished shall be manufacturer's current model. Appurtenances and/or accessories not herein mentioned, but necessary to furnish a complete unit ready for use upon delivery shall be included and shall conform to best practices known to the fire fighting or special application trade in design, quality of workmanship and material, and be subject to these specifications in full. The specifications shall be construed as a minimum.

Should the manufacturer's current published data or specifications exceed these, they shall be considered minimum and be furnished. The units proposed shall meet the applicable requirements of NHTSA, FMVSS, State of Florida and NFPA.

All vehicles furnished under this Contract shall be constructed with due consideration to intended use and performance characteristics, including but not limited to load distribution, such that they will operate under all conditions (weather, environmental,

load, etc.) in conformity with Owner's specifications and all applicable federal, state, and local laws.

- a. Manufacturer's Line Setting Ticket: Electronic copy to be delivered with each vehicle.
- b. Manufacturer's Statement of Origin (MSO), title application, invoice and all warranty papers shall be delivered with each vehicle.
- c. Liens and Security Interests: The vendor shall assume full responsibility that all vehicles and equipment delivered to the County are free and clear of all liens and security interests.

The successful vendor shall provide all transportation, lodging and meals for up to (3) member's **minimum** of St. Johns Fire Rescue to travel to the vendor's manufacturing facilities (at which the vehicle is being constructed) for a total of two nights **minimum** (per trip) if said facility is either more than 250 miles or out of the State of Florida. Commercial air transportation shall be the primary means of transportation round trip from Jacksonville, Fl. The vendor shall coordinate with St. Johns County Fire Rescue the trip arrangements at least three weeks prior to the scheduled visit. The visits shall be as follows:

1. A preconstruction meeting is required to completely review the specifications and the drawings prior to the vehicle assembly/construction commencing.
2. Final inspection/performance test. The vehicle shall be 100% complete and ready for delivery. The County will perform a final inspection and full performance test of the vehicle and all integral systems. The seller shall provide technical information and representatives to allow for a complete and thorough conformance meeting/inspection. Any and all third party certifications shall be available for review at this meeting. If the vehicle is found to be not ready any additional trips required to verify specification compliance shall be at the expense of the vendor with no additional cost to the County.

The vendor shall notify the County, in writing, of all Change Orders for every vehicle purchased. Change Orders shall be approved by the County prior to work being performed.

Change Orders shall include the following as a minimum:

1. Changes to be made (i.e., chassis, chassis components, equipment, equipment components).
2. Additional time associated with changes, (if any).
3. Additional cost associated with changes, (if any).

The County shall not be held liable for costs associated with Change Orders for which they are not properly notified in writing.

The vendor shall state in their proposal firm delivery dates for the various fire apparatus and special application vehicles. The delivery times shall be a major factor in the award of this contract.

The fire apparatus and special application vehicles shall be assembled, serviced, adjusted, and demonstrated to the satisfaction of the County that they are in perfect mechanical condition. Seller is responsible for the complete construction and assembly of all vehicles and equipment components.

Vehicles and equipment will be accepted only after the above requirements for delivery have been met. Delivery of vehicles and equipment to the County does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the delivered vehicles or equipment meet specifications and the conditions listed in the specifications have been met. Should the delivered vehicles or equipment differ in any respect from specifications, payment will be withheld until such time as the vendor completes necessary corrective action.

The County shall notify the vehicle provider of any deviation(s) in writing within ten (10) calendar days and the contract provisions regarding delivery shall prevail. Within ten (10) calendar days following notification of non-compliance by the County, the Seller shall provide to the County a detailed proposal for corrective action. If the proposed corrective action is not acceptable to the receiving agency, the County may authorize the recipient to refuse final acceptance of the vehicle and/or equipment in which case the vehicle and/or equipment shall remain the property and the responsibility of the provider and the County shall not be liable for payment for any portion thereof.

Vendor shall include with initial delivery of each model year vehicle the following manuals on CDs:

- A. Two (2) each Technical and Service Manuals for Cab and Chassis.
- B. Two (2) each Technical and Service Manuals for Vehicle Body.
- C. Two (2) each Parts Manuals for Cab, Chassis and Body. Parts manuals shall be for the specific apparatus delivered to include a detailed job specific parts listing.
- D. Two (2) each Operators Manuals.
- E. Two (2) each manufacturer's preventive maintenance schedule at the time of delivery.

PARTS

1. Bidder shall provide an on-line parts ordering system. A demonstration may be required during the evaluation process.
2. Bidder shall provide recommended parts inventory listing based upon the apparatus purchased.

3. Bidder and/or dealer shall maintain adequate parts inventory to guarantee 24-hour parts delivery. Bidder shall detail the volume and dollar amount in stock parts within the State of Florida and at the manufacturer's facility to which the County may access.

WARRANTY

Bidder shall provide detailed manufacturer's warranty information. A delay in warranty start date is required on all vehicles purchased by St. Johns County. Warranty shall become effective when the vehicle is put into use by the County rather than at time of delivery. Vehicles and equipment must meet all ANSI, SAE and other applicable standards.

Bidder or dealer shall provide all warranty service. Vendor must provide response time within 24 hours for on-site warranty work.

Fire Department General Fire Apparatus Requirements

1. The preferred construction materials for the cab and body are stainless steel and aluminum.
2. Custom Fire apparatus cabs must have been certified through a third party crash test program.
3. Aluminum is the preferred construction material for aerial apparatus.
4. All aerial devices must have certified Type 1 aerial testing.

SECTION 3.0 PROPOSAL RESPONSE REQUIREMENTS

3.1 A prospective service provider's response to this RFP should include the following information at a minimum. Please note that the proposal should address the requirements in a clear and concise manner in the order stated herein.

Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the County. One (1) original and (4) copies of each BINDER shall be provided.

3.2 The County reserves the right to seek additional/supplemental representation on specific issues as needed. Oral presentations may be required for all qualified vendors. The County may also choose to visit the manufacturing and service facilities of each qualified respondent.

3.3 Respondents shall construct their proposal in the following format and a tab must separate each section. Do not submit BINDERS 1 and BINDERS 2 together. Place in separate sealed envelopes/containers.

BINDER 1 - (NO-COST) PROPOSAL

Do not include any pricing in any part of BINDER 1. BINDER 1 will be reviewed, vendor qualified, and points awarded prior to the opening of BINDER 2 (Cost Proposal).

TAB 1- EXECUTIVE SUMMARY (0 points)

Present in brief, concise terms, a summary level description of the contents of the proposal and your company and its capabilities. Give the names of the persons who will be authorized to make representations for the proposal, their title, address, and telephone and fax numbers. The summary must be limited to a maximum of two pages and the signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal proponent.

Include a copy of the bidder's State of Florida Department of Highway Safety and Motor Vehicles License as a Manufacturer of Motor Vehicles and documentation of the representing dealer's Florida DMV dealer's license.

TAB 2— Base Vehicle and equipment (30 points)

Vendor shall enclose a complete description of vehicle construction. Proposal should be accompanied by a set of contractor's specifications consisting of a detailed description of the fire apparatus and special application vehicles proposed. These specifications should include size, type, model and make of all component parts and equipment. This must also include a recommended part list. Bidder shall provide a pumper specification in response to the attached detailed specification requirements of St. Johns County Fire Rescue. All other model specifications shall be the manufacturer's standard models. Each bidder shall include detailed specifications for the following fire apparatus:

- Engine/Pumpers
- Aerial Platforms
- Aerial Ladders
- Air/Light
- Light Rescue
- Medium Rescue
- Heavy Rescue
- Mini Pumper
- Brush/Wildland
- Haz-Mat
- Incident Command

Each bidder shall include a copy of its ISO 9001 certification in Design, Manufacture and Servicing of Custom and Standard Fire Fighting and Emergency Response Vehicles.

TAB 3 — Delivery Schedule (20 points)

Bidder shall enclose detailed delivery schedule based upon calendar days after receipt of purchase order.

TAB 4— Warranty (20 points)

State conditions of the warranty(s) from the vendor and/or manufacturer. If the proposal offered includes one or more warranties, then a list must be provided of different dealer's names and locations.

TAB 5—Service and maintenance (40 points)

State the name and location of the nearest factory authorized parts and service facilities. Each bidder must describe its mobile service and response time. State a list of recommended OEM replacement parts and optional equipment, which includes guaranteed delivery time (standard and emergency), and guaranteed pricing.

1. Bidder shall provide dealer-employed uniformed EVT certified technicians.
2. Bidder shall provide list of technicians and their level of certification.
3. Bidder shall state number of mobile service trucks.
4. Mobile service shall be provided within 24 hours from request of service.
5. Non-specialty service technicians shall be employees of the manufacturer or dealer.
No subcontractors will be allowed.
6. Bidder shall provide loose equipment mounting service.
7. Bidder shall state level of shop capability and types of services provided
8. Bidder shall provide examples of preventive maintenance programs provided by the dealer.
9. Bidder shall provide fixed and hourly cost of service provided by factory and dealer.

BINDER 2— COST PROPOSAL (40 Points)

In a separate sealed envelope provide an ORIGINAL, so identified, and three (3) complete copies of your proposed fee for services defined herein for the term of the contract. The fee shall include all travel, equipment, and any other related expenses. All vehicle and equipment prices are to be FOB, St. Johns County, FL.

The bidder shall state any discounts to apply. (Discounts must be shown for each classification of items or individual items unless all items have the same percentage of discounts).

Bidder shall state warranty cost and extended warranty cost which the Vendor may offer.

Bidder shall state price for each fire apparatus in TAB 2 — Base Vehicle (per attached 1250 GPM pumper specification). Each manufacturer's base models as listed under general conditions. Each bidder shall propose the method for identifying and calculating price for any upgrade or change in specifications. Vendor shall state method for calculating any annual price increase.

It is the intention of this RFP request for the County to enter into contract with a single bidder for:

- (1) An initial purchase of the specific fire apparatus specified by the attached specifications.
- (2) To provide for an indefinite quantity contract with the awarded bidder for future purchases of various hereto specified and unspecified fire apparatus. The resulting contract shall guarantee the construction and delivery to the County any additional fire apparatus as may be required by the County throughout the initial contract term and any subsequent contract renewal periods.

Points awarded will be based upon a combination of the 1250 GPM pumper base unit pricing and the overall pricing structure proposed for the term of the contract. The County shall determine which overall package that in its judgment alone will be in the best interest of the County.

Fire fighting equipment pricing (hose, nozzles, etc.), based upon a discount from list price from each equipment manufacturer represented, shall be included in the cost proposal and considered in the award of points.

The front of each proposal envelope/container shall contain the following information for proper identification:

1. The name and address of the vendor submitting the proposal
2. The word "Proposal" and the RFP number
3. The time/date specified for receipt of proposals
4. The number of each envelope/container submitted (i.e. "1 of 3", "2 of 3", and "3 of 3")
5. **ALL PROPOSALS MUST BE RECORDED (CLOCKED-IN) IN THE PURCHASING DIVISION ON OR BEFORE THE TIME AND DATE INDICATED ON THE RFP DOCUMENT.** The responsibility for submitting the proposal to the Purchasing Department on or before the above stated time and date is solely that of the proposer. The County will in no way be responsible for delays in mail delivery or delays caused by any other occurrence.

LATE PROPOSALS WILL NOT BE ACCEPTED.

All proposals must be in writing. **Non-responsive proposals will not be considered.** The signer of the proposal must declare that the proposal is in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the authority to bind the principal respondent.

The County shall not be liable for any costs incurred by a respondent prior to entering into a contract. Therefore, all respondents are encouraged to provide a simple, straightforward, and concise description of their ability to meet the project requirements.

SECTION 4.0 SCHEDULE

The proposed time schedule as related to this procurement is as follows:

Release of RFP is Friday, December 15, 2006

Deadline for written requests for clarification, questions, etc. is Friday, January 5, 2007
(Responded to by County as addendum if necessary)

Deadline for submission of proposal is Thursday, January 18, 2007

Anticipated Selection is Thursday, February 1, 2007

Anticipated Contract Award is February/March 2007

SECTION 5.0 EVALUATIONS OF PROPOSALS

Evaluation of proposals will be conducted using the following criteria and weighted values:

Criteria Rating Points

Executive Summary -0

Base Vehicle & Equipment-30

Delivery Schedule-20

Warranty-20

Service and Maintenance-40

Cost/Fee Proposal-40

Maximum Points Allowed-150

As part of the evaluation process, short-list respondents may be required to make oral presentations.

SECTION 6.0 CONTRACT AWARD

6.1 The County reserves the right to incorporate the successful firm's proposal into a contract. Failure of a firm to accept this obligation may result in the cancellation of any award.

6.2 The selected firm will be required to assume responsibility for all services offered in the proposal. The County will consider the selected manufacturer to be the sole point of contact with regard to contractual matters, including payment of any or all charges.

6.3 A copy of the recommended ranking and award will be available for review in the Purchasing Department upon completion of the evaluation.

SECTION 7.0 RIGHT OF REJECTION

St. Johns County reserves the right to waive any informality in any proposal, to reject any or all proposals in whole or in part, with or without cause, and/or to accept the proposal that in its judgment will be in the best interest of the County.

SECTION 8.0 REQUESTS FOR CLARIFICATIONS, INTERPRETATIONS & ASSISTANCE

All questions concerning this Request for Proposals must be directed through:

Leigh A. Daniels

Buyer III

St. Johns County Purchasing

2740 Industry Center Road

St. Augustine, FL., 32084

(904) 209-0154

Please do not contact any other staff member of St. Johns County, except the above, with regard to this RFP. All inquiries will be routed to the appropriate staff member for response.

All telephone conversations are to be considered unofficial responses and will not be binding. Questions, verifying the Request for Proposal's content, if appropriate, will be responded to in writing. The written response will be the County's official response and will be mailed to all potential respondents.

If this solicitation is amended, the County will issue an appropriate addendum to the solicitation. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

Proponents shall acknowledge receipt of each addendum to this solicitation using one of the following methods:

1. By signing and returning the addendum with the official proposal.
2. By signed letter.
3. By signed facsimile.
4. The County must receive the acknowledgment by the time and date, and at the location specified for receipt of proposals.

BID PROTEST:

Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Department for St. Johns County, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Protest procedures may be obtained in the Purchasing Department. Any Bid protests must be filed prior to expiration of the time period and followed up in writing within five (5) calendar days.

INDEMNIFICATION:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner and employees from and against liability, claims, damages, losses and

expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

COOPERATIVE OR PIGGYBACK PURCHASE: Any bidder(s) awarded under this bid agree(s) that such constitutes a bid price to all State, County, and Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

**ST. JOHNS COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
CRITERIA FOR RANKING**

[illegible]

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

PROPOSAL FOR FURNISHING FIRE APPARATUS

May 1, 2015

CITY OF CLERMONT FIRE DEPARTMENT
439 WEST HIGHWAY 50
CLERMONT, FL 34711

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Pierce Manufacturing, Inc., at its home office in Appleton, Wisconsin, the apparatus and equipment herein named and for the following prices:

One Pierce Saber Custom Pumper per City of Clermont requirements and the enclosed proposal. This unit is being offered by accessing our existing contract with St. Johns County, which is enclosed in this proposal.	\$ 406,737.00
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Discount for order received within 30 days, deduct 2% of purchase price:	(8,134.00)
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Prefund contract at time of order entry, deduct from contract amount:	(18,256.00)
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Final apparatus price:	Total \$ 380,347.00
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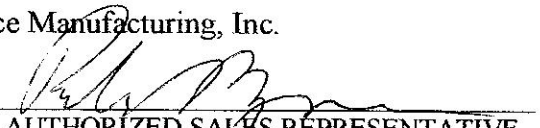
Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 8 months after receipt of this order and the acceptance thereof at our office at Appleton, Wisconsin, and to be delivered to you at the City of Clermont, Florida.

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportation (DOT) rules and regulations in effect at the time of bid, and with all National Fire Protection Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by customer specifications. Any increased costs incurred by first party because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 60 days from date, the right is reserved to withdraw this proposition.

Pierce Manufacturing, Inc.

By: 

AUTHORIZED SALES REPRESENTATIVE

Robert F. Boggus



PERFORM. LIKE NO OTHER®



REQUEST FOR INFORMATION

Intent to Utilize St. Johns County Contract to Purchase One Fire Apparatus

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1505-003	ISSUED DATE: May 6, 2015
	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>May 14, 2014 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number & Title: RFP 07-53, Fire Apparatus and Special Application Vehicles
- (b) Contractor(s): Pierce Manufacturing, Inc.
- (c) Length of Contract: Expires February 28, 2017.
- (d) Product or Service Provided: Provides for the purchase of one (1) pumper fire apparatus for the Fire Department.
- (e) City Department: Fire Department

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Department by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Division and the Department requesting the supplies or services.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Term Contract Award		
Requested Action		
Move to approve single source determination and term contract award from Sunstate Meter Supply, Inc. to purchase water meters on an-as-needed basis.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. The Environmental Services Department contacted the Purchasing Department to determine the most effective manner to contract with sole source distributor Sunstate Meter Supply, Inc. to purchase Neptune water products. Sunstate Meter Supply, Inc. claims to be the sole authorized Neptune Distributor for sales, service, and warranty of Neptune water products and AMR systems for the State of Florida. The geographical area of responsibility assigned to Sunstate Meter & Supply, Inc. assigned includes all Counties, municipalities, private water companies, contractors and suppliers within the State of Florida. It is the intent of the Environmental Services Department to make an initial purchase of 504 water meters to be prepared for future request of potable and irrigation meters for five current subdivisions. The Purchasing Department issued a Request for Information (RFI) number 1505-004 to verify whether there is only one vendor who can provide the product or service. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no response. Based on this, it is recommended that the Council approve and execute a term contract with Sunstate Meter Supply, Inc. to purchase Neptune water meter products on an as-needed basis. The initial term contract is for a three (3) year period with up to two (2) additional one (1) year renewal periods at the option of the City.		
Additional Analysis		
Fiscal Impact Summary		
The requested approval amount is included in the approved FY 2015 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1505-004		RFI 1505-004.pdf
2. Sunstate Sole Source Letter		Sunstate Sole Source.pdf
3. Water Meter Quote		Water Meter Quote.pdf



REQUEST FOR INFORMATION

Justification of Sole Source Acquisition from Sunstate Meter & Supply

CONTACT INFORMATION:

Freddy Suarez, MPA, CPPB

Purchasing Director

EMAIL: fsuarez@clermontfl.org

Phone: (352) 241-7350

RFI No. **1505-004**

ISSUED DATE: *May 12, 2015*

NOTICE OF INTENT TO SOLE SOURCE PURCHASE

RESPONSE DUE DATE: May 21, 2015 at 2:00 P.M. (EST)

DEADLINE FOR WRITTEN QUESTIONS: Not Applicable

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

Responses may be submitted electronically to the Purchasing Director by email.

Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2nd Floor, Clermont, FL 34711.

This Request for Information (RFI) is intended to verify whether the specifications for the commodity specified below are non-restrictive and capable of being met by more than one manufacturer. This is not a request for pricing or a commitment to purchase. This notice will be posted for seven (7) business days.

The City of Clermont Purchasing Policy provides that a purchase may be made without competition when there is only one source for the required supply or service. Therefore a "sole source" purchase is justified if there is only one product or service that can reasonably meet the City's need and there is only one vendor who can provide the product or service.

1 – SOLE SOURCE INFORMATION

(a) Department Name: Environmental Services Department

(b) Product or Service Required: Water meters, 5/8" x 3/4" T10 PB Meter complete with R540i Pit Gallon Register & Antenna.

- (c) Length of Contract: It is the intent to enter into a term contract for three (3) years with optional two (2) one-year renewal periods at the option of the City.
- (d) Quantity or Term: Estimated purchase of 500 water meters annually.
- (e) Proposed Sole Source Supplier: Sunstate Meter & Supply, Inc.; 14001 W. Newberry Road, Newberry, FL 32669. Ph: 352-516-9791.
- (f) Sole Source Justification: Sunstate Meter & Supply, Inc. is the sole authorized Neptune Distributor for sales, service, and warranty of Neptune water products and AMR systems for the State of Florida. The geographical area of responsibility assigned to Sunstate Meter & Supply, Inc. assigned includes all Counties, municipalities, private water companies, contractors and suppliers within the State of Florida.

2 – ACTION TO BE TAKEN

No action is required if you agree this proposed purchase is a valid sole source. If you disagree that this proposed purchase is a valid sole source, you are then asked to email your comments noting so to the Purchasing Director at fsuarez@clermontfl.gov prior to the “Response Due Date” indicated above.

Prospective respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Department requesting the supplies or services which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.

January 8, 2015

Mr. Tim Mattozzi
City of Clermont
3335 Hancock Road
Clermont, Fl. 34711

Mr. Mattozzi,

Please note that Sunstate Meter and Supply is the sole Authorized Neptune Distributor for sales, service and warranty of Neptune water products and AMR systems for the State of Florida.

The geographical are of responsibility assigned to them includes all Counties within the State of Florida.



Type: Classes of customers exclusively assigned are: Municipalities, private water companies, contractors, and plumbers.

Hence, our distributor is required to maintain sufficient inventory of Neptune products to provide customer field servicing. Sunstate Meter and Supply has sold and supported Neptune products for many years in the Florida Market and they provide a high level of sales and service to the customer. Therefore, we encourage Utilities in the State of Florida to purchase Neptune products through Sunstate Meter and Supply, Inc.

Please feel free to contact me if you have any questions or concerns. I can be reached at 407-493-5385.

Regards,

Terry Gullett

Terry Gullett
Territory Manager
Neptune Technology Group Inc.



Sunstate Meter & Supply, Inc.

14001 W. Newberry Road
Newberry, FL 32669

Jeff Kimbrough -- Sales Representative

Voice: 352-516-9791
Nextel:

Email: jeff@kimbroughsales.com
Fax: 352-735-3603

Account 100134
Quotation 10451
April 16th, 2015

Troy Skipper
City of Clermont
P.O. Box 219
Clermont, FL 34711
3523947178

Re: Neptune R450i Meters

Listed below are the prices that you have requested:

Part #	Description	Qty	Price	Ext
	5/8"x3/4" T10 PB Meter complete W/R450i Pit Gallon Register & Antenna (Clermont Special)	504	\$170.50	\$85,932.00
			Total	\$85,932.00

We appreciate your continued interest in our products. If you have any questions or if I can be of any further service please do not hesitate to contact me.

Jeff Kimbrough
Sunstate Meter & Supply, Inc.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Move to approve the Utility Service Agreement for Water & Wastewater service to Headquarter Mazda.		
Staff Report		
The Headquarter Mazda development is owned by Hamida F. Battla and Naseem Bano Latif, and they are requesting approval of a Utility Service Agreement for Water & Wastewater service. The development is within the Lake County and City's Joint Planning Area, and the ISBA (Interlocal Service Boundary Agreement) Applicant: Headquarter Auto Clermont, Ltd. Project: Headquarter Mazda Owner: Hamida F. Battla and Naseem Bano Latif Size: 5.0 acres Location: South side of State Road 50, east of Magnolia Pointe Blvd. Lake County Future Land Use: Regional Commercial Lake County Zoning: Light manufacturing Status of Project: The property has proper land use and zoning with Lake County Estimated Water Use: 925 gpd (gallons per day) Estimated Wastewater Use: 925 gpd Estimated Re-Use (gray Water): 5,589 gpd The site is in conformance with the majority of the City's code. There are two requested waivers from our code and once the final site plan is completed any additional Code Waivers will have to come back to the City Council for an amendment to this Agreement. If the request is approved, the agreement will still be conditioned upon deferral of annexation to occur when legally appropriate. The project will therefore be developed pursuant to the attached Utility Services Agreement for Water & Wastewater.		
Additional Analysis		
Fiscal Impact Summary		
Annual increase to City revenue is projected to be approximately \$3,365.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Utility Service Agreement for Water & Wastewater ~ Headquarter Mazda	Mazda Utility Services Agreement, CC5-26- 15.pdf

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 Hamida F. Battla and Naseem Bano Latif (Headquarter Auto Clermont, Ltd. – a.k.a. Headquarter Mazda), and any successors or assigns, hereby referred to as **OWNER**.

WITNESSETH

Whereas, OWNER is requesting service for a commercial establishment Automobile Dealership for uses to include sales, display, service, repair, paint, body work, storage, etc. with up to 11,000 sq. ft., 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. The connection points will be those closest to the Property.
- 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 or be responsible for all access to the site which may include turn lanes from S.R. 50 into the development, along the northern property boundary line.
- 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 property shall be privately owned and maintained, but shall be constructed to City standards.
- 1.11 Irrigation shall be provided by private well. Potable water is not allowed for irrigation.
- 1.12 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.
- 1.13 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.
- 1.14 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.15 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 1.12 and 1.13 from the CITY in the form of Impact Fee Credits.

- 1.16 The Impact Fee Credits shall be established subject to Sections 1.12 and 1.13 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.
- 1.17 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.
- 1.18 The OWNER shall be responsible for all applicable fees including but not limited to impact fees, connection fees and permitting fees.
- 1.19 The City may require a looped system to provide reliability and redundancy to the property.
- 1.20 The point of sewer connection shall be coordinated with the existing utilities on the south side of State Road 50. The City will not accept ownership of utilities within the State Road 50 right-of-way.
- 1.21 Any fencing within public view, (including retention ponds), must be ornamental metal with complementing structural columns, as approved by the City's Site Review Committee. No chain link shall be used in public view areas.
- 1.22 Parking of any vehicles outside the paved parking areas, or in any landscape buffers shall not be permitted. Parking shall not be permitted on any State or local road right-of-ways.
- 1.23 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).
- 1.24 The development shall be in substantial compliance with the Site Plan, Landscape Plan and Architectural Plan as shown in Exhibit "C". Major changes as determined by the Clermont Site Review Committee may require an amendment to this Agreement.
- 1.25 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).
- 1.26 This Agreement shall be voided after five (5) years if building permits have not been issued and building construction has not started.
- 1.27 The Agreement shall be for commercial utility flow/demand for water at 925 gpd and sewer is 925 gpd, based on an annual average. Exceeding these amounts may require a new Utility Services Agreement. (gpd = gallons per day). Allowed overage of up to 10% allowed.

Section 2. DEVELOPMENT STANDARDS

- (a) 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 or subsequent amendments to this Agreement.
- (b) The project shall be developed in substantial accordance with the Master Site Plan as submitted with the Utility Service Agreement request, dated 1/20/151 by Tannath Design, Inc.

Section 3. WAIVER REQUESTS FOR THE PROPERTY

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:

- Perimeter shrub row around the site will not be required on the west and south where the wall exists on the adjacent site. All other perimeter areas must have a shrub row, per City code.
- Canopy trees are replaced within the right-of-way buffer of S.R. 50 to include Date Palms, Cabbage Palmetto and Crape Myrtles. In the event that palm trees are not used, canopy trees per the City code will be utilized.
- Parking areas in the non-customer location on the east side of the property may have up to 19 parking spaces without a landscape island as presented in Exhibit "C"

Section 4. ANNEXATION

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

Hamida F. Battla
Naseem Bano Latif
9502 Lavill Court
Windermere, FL 34786do, 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. This Agreement shall be valid for no longer than five (5) years

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 _____ day of _____, 2015.

CITY OF CLERMONT

ATTEST:

Harold S. Turville Jr., Mayor

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

OWNER: Hamida F. Battla (Headquarter Auto Clermont, Ltd. – a.k.a. Headquarter Mazda)

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015, by _____, 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 _____

OWNER: Naseem Bano Latif (Headquarter Auto Clermont, Ltd. – a.k.a. Headquarter Mazda)

Signature Title: _____

Print Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015, by _____, 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 _____

EXHIBIT "A"

PROPERTY DESCRIPTION

Owners:

Hamida F. Battla and Naseem Bano Latif (Headquarter Auto Clermont, Ltd. –
a.k.a. Headquarter Mazda)

Description:

FROM SE COR OF NW 1/4 RUN N 01DEG 00MIN 01SEC E 569.70 FT FOR POB, RUN N 89DEG 45MIN 47SEC W 313.69 FT, N 01DEG 00MIN 01SEC E 694.68 FT TO S R/W LINE OF SR 50, S 89DEG 45MIN 47SEC E 313.63 FT TO E LINE OF NW 1/4, S 01DEG 00MIN 01SEC W 694.66 FT TO POB.
ORB 1124 PG 632

Containing 5.0 acres, more or less

Lake County Alternate Key Numbers:

2827068

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 **12th day of May 2015**, between Hamida F. Battla and Naseem Bano Latif (Headquarter Auto Clermont, Ltd. – a.k.a. Headquarter Mazda), 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.

PROPERTY OWNER(S):

WITNESSES (Two required):

Headquarter Auto Clermont, Ltd. –
a.k.a. Headquarter Mazda

Witnesses

By: _____
Signature

Hamida F. Battla
Type or print name

By: _____
Signature

Naseem Bano Latif
Type or print name

1. _____
Signature

Type or print name

2. _____
Signature

Type or print name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 2015, by _____, 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 _____

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

[illegible]

PLANT SCHEDULE

TREES		COMMON NAME	BOTANICAL NAME
AR	FL	Florida Flame Tree Maple	Acer rubrum 'Florida Flame'
TR	FL	Purple Spice Bays	Lagerfloraea indica 'Mushage'
LD	FL	Shrimp Tree Oak	Quercus agrifolia
QV	TX	Bald Cypress	Taxodium distichum
PALM TREES		COMMON NAME	BOTANICAL NAME
FP	FL	Date Palm	Phoenix dactylifera 'Medjool'
SPF	FL	Cabbage Palmetto	Sabal palmetto
	FL	Cabbage Palmetto	Sabal palmetto
	FL	Cabbage Palmetto	Sabal palmetto
SHRUBS		COMMON NAME	BOTANICAL NAME
FL	FL	Podocarpus	Podocarpus macrophyllus
VS	FL	Campanula Vireum	Viburnum
SHRUB AREAS		COMMON NAME	BOTANICAL NAME
IVS	FL	Schlingens Holly	Ilex vomitoria 'Schlingens'
MC	FL	Pink Mink Grass	Muhlenbergia capillaris
GR	FL	Zinnia	Zinnia
GROUND COVERS		COMMON NAME	BOTANICAL NAME
FL	FL	Bahia Grass	Paspalum notatum
PNH	FL	Bahia Grass Hydro Seed	Paspalum notatum 'Argentine'

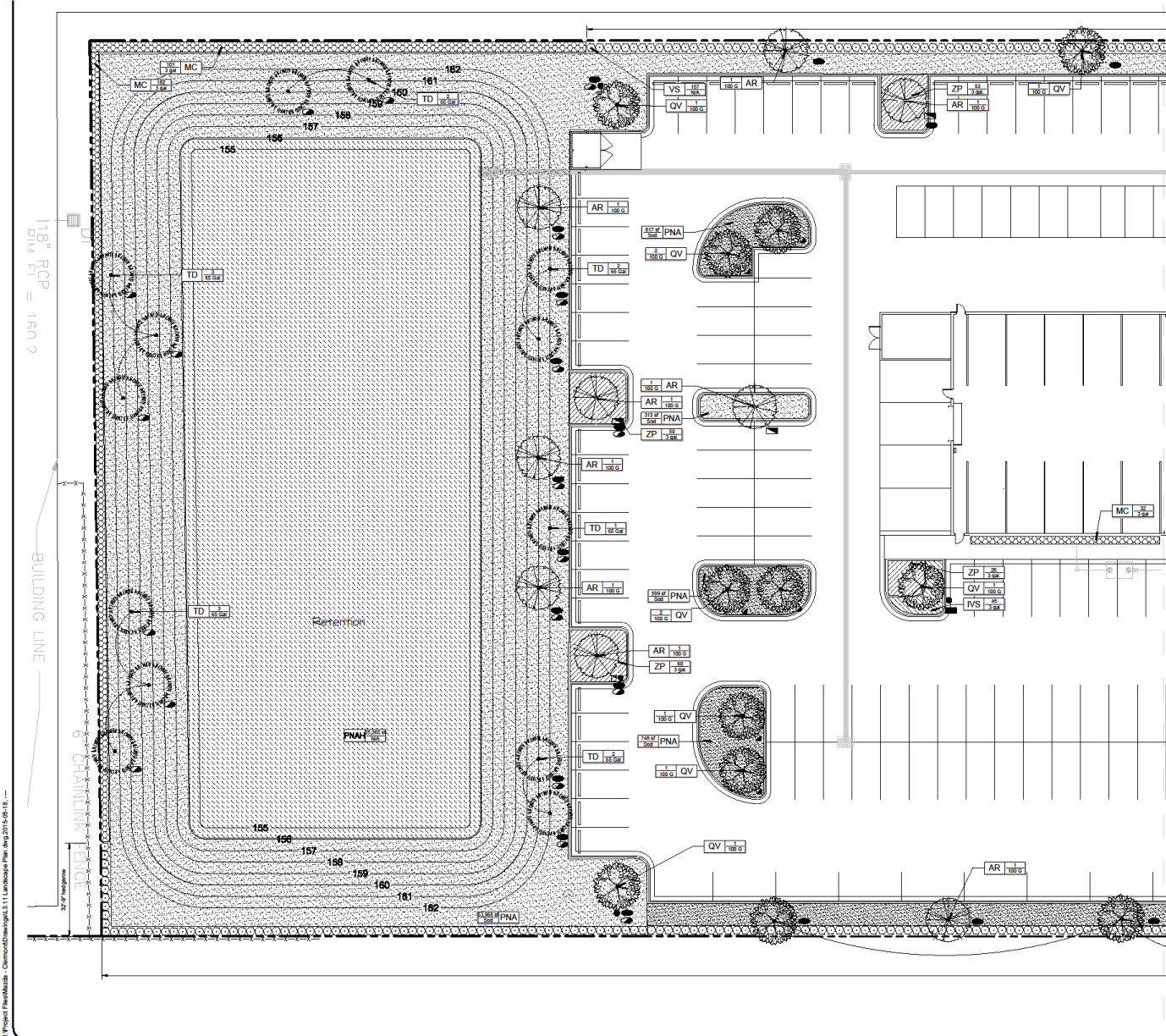
<u>SYMBOL</u>	<u>General</u> <u>DESCRIPTION</u>
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- 1 Landscape Buffer - SR 500- Canopy Trees- 3/100' x 3/14"=10 Canopy trees
- 2 Landscape Buffer - SR 500- Understory Trees- 5/100' x 3/14"= 16 Understory trees
- 3 Internal Landscaping in Parking Areas- Single-Row Terminal Landscape Islands- Canopy Tree- 1/18land x 9 Islands
- 4 Internal Landscaping in Parking Areas- Double-Row Terminal Landscape Islands- Canopy Tree- 2/18land x 6 Islands
- 5 Internal Landscaping in Parking Areas- Intermediate Landscape Islands- Canopy Tree- 1/18land x 9 Islands
- 6 Parking Lot Perimeter - Canopy trees- 1/50' x 1,552' = 31 Canopy trees
- 7 Retention Pond Perimeter - Canopy trees- 3/150' x539' =17 Canopy trees
- 8 Building Perimeter - Canopy Trees- 1/100' x(406' x700') = 3 Canopy trees

A minimum 5' setback is required from trees with invasive root systems and utilities (typ.)



Landscape Plan (page 2):



PLANT SCHEDULE

TREES	COMMON NAME	BOTANICAL NAME
AR	Florida Flame Red Maple	Acer rubrum 'Florida Flame'
LM	Purple Cape Myrtle	Lagerstromia forsteri 'Muskogee'
QV	Southern Live Oak	Quercus virginiana
TD	Bald Cypress	Taxodium distichum
PALM TREES	COMMON NAME	BOTANICAL NAME
PDF	Date Palm	Phoenix dactylofera 'Medjool'
SPF	Cabbage Palmetto	Sabal palmetto
	Cabbage Palmetto	Sabal palmetto
	Cabbage Palmetto	Sabal palmetto
SHRUBS	COMMON NAME	BOTANICAL NAME
FM	Podocarpus	Podocarpus macrophyllus
VS	Sandewea Viburnum	Viburnum suspensum
SHRUB AREAS	COMMON NAME	BOTANICAL NAME
IVS	Schilling's Holly	Ilex vomitoria 'Schillings'
MC	Pink Muhly Grass	Muhlenbergia capillaris
ZP	Coontie	Zamia pumila
GROUND COVERS	COMMON NAME	BOTANICAL NAME
PNA	Bahia Grass	Paspalum notatum 'Argentine'
PNAH	Bahia Grass Hydro Seed	Paspalum notatum 'Argentine'

LANDSCAPE CODE REQUIREMENTS

SYMBOL	General DESCRIPTION
■	Landscape Buffer - SR 50- Canopy Trees- 3/100' x 314' = 10 Canopy trees
■	Landscape Buffer - SR 50- Understory Trees- 5/100' x 314' = 16 Understory trees
●	Internal Landscaping in Parking Areas- Single-Row Terminal Landscape Islands- Canopy Tree- 1/Island x 9 Islands
●	Internal Landscaping in Parking Areas- Double-Row Terminal Landscape Islands- Canopy Tree- 2/Island x 8 Islands
■	Internal Landscaping in Parking Areas- Intermediate Landscape Islands- Canopy Tree- 1/Island x 9 Islands
●	Parking Lot Perimeter - Canopy trees- 1/50' x 839' = 31 Canopy trees
●	Retention Pond Perimeter - Canopy trees- 3/150' x 839' = 17 Canopy trees
■	Building Perimeter - Canopy Trees- 1/100' x (40% x 700') = 3 Canopy trees

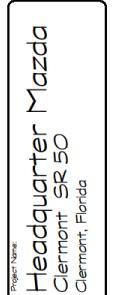
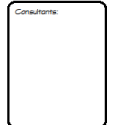
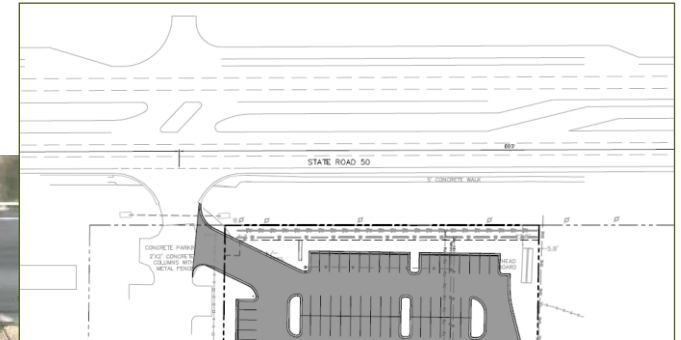


EXHIBIT "D"

LOCATION MAP

Headquarter Auto Clermont, Ltd. – a.k.a. Headquarter Mazda

Aerial view:



Shared drive



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Bid Award		
Requested Action		
Motion to approve bid award to Central Florida Ready Mix, Inc. to provide all labor, material and equipment necessary for ready-mix concrete services.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Public Works Department contacted the Purchasing Department to determine the most effective manner to contract a company to provide ready-mix concrete services. The Purchasing Department issued a Request for Bid (RFB) number 15-019 to acquire these services. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There was a single response to the RFB from Central Florida Ready Mix, Inc. It is recommended that the Council approve and execute a fixed unit price term contract with Central Florida Ready Mix, Inc. to provide all labor, material and equipment necessary for ready-mix concrete services. The initial term contract is for a three (3) year period with up to two (2) additional one (1) year renewal periods at the option of the City. Award is being recommended to single responsive bidder Central Florida Ready Mix, Inc. who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
Contracted services are included in the current approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 15-019 Response Tabulation	RFB 15-019 Response Tabulation.pdf	
2. Term Contract	Term Contract.pdf	



RESPONSE TABULATION

RFB 14-019, READY-MIX CONCRETE SERVICES
DUE DATE/TIME: MAY 7, 2015 AT 2:00 P.M. (EST)

Description	Item Price
Concrete Mix: Five Sack Mix, Class A, 3,000/psi	\$98.50
Concrete Mix: Six Sack Mix, Class A, 4,500/psi	\$108.50
Concrete Mix: Seven Sack Mix, Class A, 5,000/psi	
Short Load: Less than five yard load delivered charge	3-Yard Minimum (No Delivery Charge)
Flowable Fill: Low Strength (max. 100/psi, excavatable)	
Flowable Fill: High Strength (min. 125/psi, non-excavatable)	

SUPPLIER AGREEMENT
READY-MIX CONCRETE SERVICES

THIS AGREEMENT, made and entered into this ____ day of _____ 2015, A.D., by and between the City of Clermont 685 West Montrose Street, Clermont, Florida (hereinafter referred to as "CITY"), and Central Florida Ready Mix, Inc., 608 S. Main St., Minneola, FL (hereinafter referred to as "COMPANY").

WITNESSETH: That the parties hereto, for the consideration hereinafter set forth, mutually agree as follows:

ARTICLE I - SCOPE OF WORK

The COMPANY shall furnish ready-mix concrete to various departments of CITY and perform all of the work described in the bid documents and specifications entitled:

RFB NO. 15-019 Ready-Mix Concrete Services

as prepared by CITY and its agents and shall provide the products set forth in RFB No. 15-019 and the other Contract Documents are a part of these Documents.

ARTICLE II – THE CONTRACT SUM

The CITY shall pay to the COMPANY for the faithful, accurate and complete performance of the services contemplated herein and based on authorized and approved orders for ready-mix concrete as described in the Contract Documents, the sum per order as determined in accordance with COMPANY'S Price Scheduled included and made a part of COMPANY'S response to RFB No.15-019 and as set forth in Exhibit "A" attached hereto and incorporated herein.

ARTICLE III - PROVISION OF SERVICES AND COMPLETION OF WORK

1. The COMPANY shall only provide to CITY ready-mix concrete upon receipt of an authorized order from CITY and shall provide the requested items in the timeframe and as set forth in RFB No.: 15-019 or in the specific purchase order or authorized order submitted by CITY. Nothing herein shall obligate CITY to purchase any specific amount of product from COMPANY or create an exclusive purchase agreement between CITY and COMPANY. CITY shall not be obligated or required to pay for any items received until such time as CITY has accepted the items in accordance with the order provided to COMPANY.
2. COMPANY, upon receipt of an order hereunder shall immediately notify CITY if it has an issue or question related to the fulfillment of the order or whether there will be any delay in providing the items requested. Failure of COMPANY to so notify CITY will preclude COMPANY from seeking payment of any kind for any items that were delayed in delivery. Upon receipt of notification of the delay,

CITY may at its sole option cancel the order and seek the items from any available source.

3. It is expressly understood and agreed that the passing, approval and/or acceptance of any ready-mix concrete herein by CITY or by any agent or representative as in compliance with the terms of this Contract shall not operate as a waiver by the CITY of strict compliance with the terms of this Contract and the CITY may require the COMPANY replace the accepted ready-mix concrete so as to comply with the warranties and specifications hereof.
4. COMPANY specifically acknowledges that this Contract does not bind or obligate CITY to purchase any minimum quantity of product during the term hereof.

ARTICLE IV - PAYMENTS

In accordance with the provisions fully set forth in the Contract Documents, and subject to additions and deductions as provided, the CITY shall pay the COMPANY within thirty (30) days of the receipt of COMPANY'S invoice, provided that CITY has accepted the uniforms that are subject to the invoice and CITY has not objected to payment thereof. COMPANY'S invoice shall specifically identify each uniform provided and the date and/or order number as submitted by CITY.

ARTICLE V – TERM

This Contract shall take effect upon the first day of the month after the Contract is approved by CITY, unless otherwise agreed to in writing by City, and will continue in effect for three (3) years thereafter, whereupon it shall automatically expire, unless renewed by CITY as provided herein. Any expiration or termination of this Contract, including any renewal term, shall continue to remain in full force and effect for the purposes of any warranty or guaranty period applicable to any order fulfilled by COMPANY. COMPANY expressly agrees that the pricing as set forth in Exhibit A hereto, shall remain in effect and constant throughout the entirety of any and all renewal periods hereunder. CITY at its sole option shall, upon written notice to COMPANY, have the right to renew this contract for two (2) additional one (1) year terms. Prior to the expiration of the initial term and any subsequent renewal thereafter, CITY may consider an adjustment to price based on changes in manufacturer's direct cost, postage rates, the Producer Price Index (PPI), minimum wage law as documented by COMPANY. As a condition precedent to consideration by the CITY, COMPANY shall provide CITY a written request for adjustment in accordance herewith sixty (60) days prior to the anniversary date of the contract. Any such request may be approved in the sole discretion of CITY.

ARTICLE VI – TERMINATION

CITY may terminate this Contract for cause at anytime and may also terminate without cause upon thirty (30) days written notice to COMPANY.

ARTICLE VII – DISPUTE RESOLUTION - MEDIATION

1. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to voluntary arbitration or the institution of legal or equitable proceedings by either party.
2. The CITY and COMPANY shall endeavor to resolve claims, disputes and other matters in question between them by mediation.
3. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held at Clermont City Hall, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

ARTICLE VIII - NOTICES

All notices shall be in writing and sent by United States mail, certified or registered, with return receipt requested and postage prepaid, or by nationally recognized overnight courier service to the address of the party set forth below. Any such notice shall be deemed given when received by the party to whom it is intended.

COMPANY: Central Florida Ready Mix
Attn: Don M. Owens, President
608 S. Main Avenue #23
Minneola, FL 34715

CITY: City of Clermont
Attn: Darren Gray, City Manager
685 W. Montrose Street
Clermont, FL 34711

ARTICLE IX – MISCELLANEOUS

1. Waiver. The waiver by CITY of breach of any provision of this agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this agreement.
2. Severability. If any provision of this agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the agreement valid and enforceable under applicable law, the remainder of this

agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

3. Amendment. Except for as otherwise provided herein, this agreement may not be modified or amended except by an agreement in writing signed by both parties.
4. Entire Agreement. This agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes all prior and contemporaneous agreements between the parties with respect to the performance of services by COMPANY.
5. Assignment. This agreement is personal to the parties hereto and may not be assigned by COMPANY, in whole or in part, without the prior written consent of city.
6. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this agreement shall be Lake County, Florida.
7. Applicable Law. This agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.
8. Records. COMPANY understands and acknowledges that any and all documents related to the services provided herein, may be considered records that are subject to examination and production in accordance with Florida's Public Records Law. Contractor expressly agrees that it will comply with all requirements related to said law and that it will hold city harmless for any such disclosure related to Florida's Public Records Law.

ARTICLE X CONTRACT DOCUMENTS

The Contract Documents, as listed below are herein made fully a part of this Contract as if herein repeated.

Document Precedence:

1. Contract Agreement
2. Authorized purchase order or similar order form.
3. All documents contained in RFB No.: 15-019 Ready-mix Concrete and all addenda or amendments thereto and COMPANY'S May 7, 2015 response thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement

on this _____ day of _____, 2015.

Attest:

City of Clermont

Tracy Ackroyd, City Clerk

Gail L. Ash, Mayor

Date: _____

Attest:

Central Florida Ready Mix, Inc.

Corporate Secretary

Name & Title

Date _____

**SECTION - C
PRICE SCHEDULE**

All bid prices shall include any and all freight charges. All products are to be shipped F.O.B., freight pre-paid, to various job sites located within the City of Clermont limits on an as needed basis.

L.N.	Description	Item Price
1	Concrete Mix: Five (5) Sack Mix, Class A, 3,000 psi	98 ⁵⁰ / ₁₀₀
2	Concrete Mix: Six (6) Sack Mix, Class A, 4,500 psi	108 ⁵⁰ / ₁₀₀
3	Concrete Mix: Seven (7) Sack Mix, Class A, 5,000 psi	
4	Short load: Less than five (5) yard load delivered charge	3 yard Minimum Order No Delivery charge
5	Flowable Fill: Low Strength (max 100 psi, Excavatable)	
6	Flowable Fill: High Strength (min. 125 psi, Non-Excavatable)	
Grand Total		

Provide name brand of product bid above: _____

Optional Materials:

Quick Set Additive (1%) \$ _____/Cubic Yard

Fiber Mesh: \$ 0 ^{Included in above} _{price} /Cubic Yard

Plasticizer: \$ _____/Cubic Yard

Type: FRC/FIB 200

Related Fees:

Fuel Surcharge \$ 15 ⁰⁰/₁₀₀

Environmental Charge \$ _____

SECTION - C
PRICE SCHEDULE

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

Respondent Information and Signature	
Company Name (print):	<u>Central Florida Ready Mix Inc.</u>
Street Address:	<u>607 S. Galena Ave Minneola FL 34715</u>
Mailing Address (if different):	<u>608 S. Main Ave #23 Minneola FL 34715</u>
Telephone:	<u>352-394-1878</u>
Fax:	<u>352-243-5799</u>
Email:	<u>cfreadymix@embargo.com</u>
Payment Terms:	<u>15</u> % <u>30</u> days, net <u>10</u>
FEIN:	<u>59 - 3714498</u>
Professional License No.:	
Signature:	Date:
Print Name:	<u>Don M. Owens</u>
Title:	<u>President</u>
Does the respondent accept payment using the City's MASTERCARD? ☒ Yes ☐ No	

END OF SECTION - C



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Piggyback Contract Award		
Requested Action		
Motion to approve a piggyback contract number 9331 from the City of Leesburg with Mott Concrete, Inc. to provide concrete and masonry services.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract from the City of Leesburg to obtain the services of concrete and masonry. The contract will provide demolition and disposal of existing sidewalks, replacement of sidewalks, backfilling and dressing, curb removal; removal, disposal and installation of concrete ADA ramps. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1505-005 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Leesburg contract. The City of Leesburg contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
Funds for the requested contract are included in the approved FY 2015 budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1505-005 RFI 1505-005.pdf		
2. City of Leesburg Contract Contract 9331 - Sidewalk Curb & Gutter.pdf		



REQUEST FOR INFORMATION

Intent to Utilize City of Leesburg Contract for Concrete and Masonry Services

CONTACT INFORMATION: Freddy Suarez, MPA, CPPB Purchasing Director EMAIL: fsuarez@clermontfl.org Phone: (352) 241-7350	RFI No. 1505-005	ISSUED DATE: May, 13, 2015
SOLICITATION RESPONSE: Responses will be received until the response due date specified above or as otherwise amended. No late responses will be accepted. Responses may be submitted electronically to the Purchasing Director by email. Hardcopy responses may be delivered to: City of Clermont Purchasing Department, 685 West Montrose Street, 2 nd Floor, Clermont, FL 34711.		

NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>May 21, 2015 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>

This Request for Information (RFI) is intended to notify local vendors of the City's intent to utilize other government entities' contract. **This is not an invitation to submit a bid or quote.** If no local vendor responds to the RFI, the Purchasing Division will proceed with utilizing the referenced contract. Local vendor is defined as businesses located in South Lake County, preferably located within the City limits. This notice will be posted for seven (7) business days.

1 – PIGGYBACK CONTRACT INFORMATION

- (a) Contract Number & Title: 9331, Concrete and Masonry Services.
- (b) Contractor(s): Mott Concrete, Inc.
- (c) Length of Contract: Expires September 30, 2016 with optional three (3) 1-year renewal periods.
- (d) Product or Service Provided: Provides demolition and disposal of existing sidewalks, replacement of sidewalks, backfilling and dressing, curb removal, disposal and installation, and installation of concrete ADA ramps.

(e) City Department: Public Works Department.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Department by email or by mail prior to the "Response Due Date" indicated above to advise whether your company can provide any of the items/services listed.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the commodities described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the supplies or services.

FIXED UNIT PRICE AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 13th day of January in the year 2014, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **MOTT CONCRETE, INC.** whose address is 3745 Rogers Industrial Park Road, Okahumpka, Florida 34762 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Services.** The CONTRACTOR shall furnish Concrete and Masonry Services to the CITY as listed in Invitation to Bid 140031 and as described in **ATTACHMENT "A"**. The unit costs of the services shall not exceed those stated in **ATTACHMENT "B"** except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

2. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

3. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4. **Term of Agreement.** The initial term of the Agreement will be through September 30, 2016.

a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

5. **Termination.** Notwithstanding any other provision of this Agreement, CITY may, upon fifteen (15) days written notice to CONTRACTOR, terminate this Agreement with or without cause. In the event of such termination, CITY shall be liable only for the payment of all unpaid charges, determined in accordance with the provisions of this Agreement, for work, properly performed prior to the effective date of termination.

6. **Firm Fixed Price Period** – All Pricing will be firm and fixed through September 30, 2014. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

- a. **Price Adjustments** – Any price adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

7. **Cost Adjustment** – Pricing adjustments following the firm fixed price period must be requested in writing by the Contractor. Any price adjustments will be firm fixed through the following September 30th.

Unit price adjustments may be requested by the City or Contractor following the initial and subsequent firm fixed price periods. Any unit price adjustments, increase or decrease, must be justified using the State of Florida Department of Transportation Fuel & Bituminous Price Index as published by the State Construction Office as the basis for the request. Use of any other commodity indexes for price adjustments shall not be permitted.

Only those bid items affected by 'commodity' pricing will be considered for an increase. All requests for price adjustments by the Contractor must be submitted in writing to the City of Leesburg Purchasing Manager. The vendor will be notified in writing if he price increase has been approved. No billings may reflect a requested price increase unless the requested increase was approved. Any price adjustments requested by the City shall be submitted to the contact person stated in the Agreement. Contractor shall respond with 7 business days.

The CONTRACTOR is responsible for submitting any request for price increase. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the end of any fiscal year, currently September 30th of each year. Should the CONTRACTOR not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the Agreement. Any approved cost adjustment shall become effective October 1st. In the event the CPI or industry costs decline, the CITY shall have the right to receive, from the CONTRACTOR, a reasonable reduction in costs that reflect such cost changes in the industry. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR.

8. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: SEE EXHIBIT "A".

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:
City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

9. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or

property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

10. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

11. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Invitation to Bid will remain in force for the full duration of this Agreement and any extensions.

12. Nonappropriation. The CONTRACTOR understands and agrees that this Agreement is subject to the availability of funds to the CITY to purchase the specified products/services. As used herein, a "nonappropriation" shall be defined as an occurrence wherein the CITY, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to this Agreement, from the source of funding which the CITY anticipates using to pay its obligations hereunder, and the CITY has no other funds, from sources other than ad valorem taxes, which it deems to be available to pay its obligations under this Agreement. The CITY may terminate this Agreement, with no further liability to the CONTRACTOR, effective the first day of a fiscal period provided that (a) a nonappropriation has occurred, and (b) the CITY has provided the CONTRACTOR with written notice of termination due to nonappropriation of funds.

Upon the occurrence of such nonappropriation the CITY shall not be obligated for payment for any fiscal period for which funds have not been appropriated.

13. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

14. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

15. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

17. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

18. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

19. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

20. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be LARRY MOTT. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE.

22. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

23. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

24. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

25. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

26. **Illegal Alien Labor -** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

27. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of

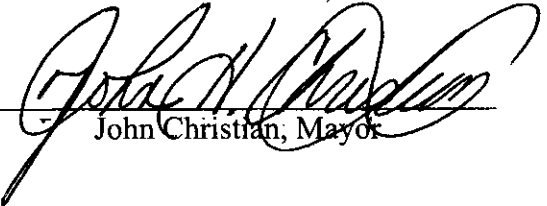
an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

28. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: 
John Christian, Mayor

ATTEST:


City Clerk

Approved as to form:


City Attorney

MOTT CONCRETE, INC.

By: 

Printed: Harry Mott

Its: Pres.
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall provide all labor, materials, supervision and equipment necessary for manhole rehabilitation services.
- II. **Technical Specifications.** Technical specifications for this project are comprised of the section titled 'Technical Specifications' contained in the Invitation to Bid 140031.
- III. **General Conditions.** The General Terms and Conditions from Invitation to Bid 140031 are incorporated by reference and made a part hereof.
- IV. **Special Conditions.** The Special Conditions from Invitation to Bid 140031 are incorporated by reference and made a part hereof.
- V. **Insurance and Indemnity Requirements.** The Insurance and Indemnity Requirements from Invitation to Bid 140031 are incorporated by reference and made a part hereof.
- VI. **Addenda.** None.
- VII. **Bid Submittal.** The original November 25, 2013 bid submittal from the vendor is incorporated by reference and made a part hereof.
 - A. Unit prices submitted by the vendor are attached as **ATTACHMENT "B"** and are incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]

ATTACHMENT "B"

140031 – CONCRETE SIDEWALK, CURB & GUTTER

SCHEDULE OF BID ITEMS

Your Bid **MUST BE** submitted on this form. Double check the Bid prices.
Amounts cannot be changed following the Bid due date and time.

Submitting Vendor Name: MOTT CONCRETE, INC

ITEM	DESCRIPTION	EST QTY	UNIT	UNIT COST
1.0	SIDEWALK DEMOLITION AND REPLACEMENT			
1.1	NO DRIVEWAY OR TRAFFIC BEARING SURFACES Demolition and disposal of existing sidewalk, replacement with fine grade 4-inch thick sidewalk, 3,000 psi with chopped fiber mesh, backfilling and dressing, provide all supervision, and mobilization			
	Greater than 800 Square Feet	3,000	SF	5.75
	400 Square Feet to 800 Square Feet	2,000	SF	5.65
	250 Square Feet to 400 Square Feet	2,000	SF	5.65
	Less than 250 Square Feet	1,000	SF	5.65
1.2	WITH DRIVEWAY OR TRAFFIC BEARING SURFACES Demolition and disposal of existing sidewalk with driveway, replacement with fine grade 6-inch thick sidewalk, 3,000 psi with chopped fiber mesh, backfilling and dressing, provide all supervision, and mobilization			
	Greater than 800 Square Feet	3,000	SF	7.45
	400 Square Feet to 800 Square Feet	2,000	SF	7.65
	250 Square Feet to 400 Square Feet	2,000	SF	7.65
	Less than 250 Square Feet	1,000	SF	7.65

[Schedule of bid items continues next page.]

ATTACHMENT "B"

140031 – CONCRETE SIDEWALK, CURB & GUTTER

SCHEDULE OF BID ITEMS (continued)

2.0	NEW SIDEWALK GRADE AND INSTALL	EST. QTY	UNIT	UNIT COST
2.1	NO DRIVEWAY OR TRAFFIC BEARING SURFACES Rough grade, remove and haul off debris, install fine grade 4-inch thick concrete sidewalk, 3,000 psi with chopped fiber mesh, backfill and dress site, provide all supervision, and mobilization.			
	Greater than 800 Square Feet	3,000	SF	3.25
	400 Square Feet to 800 Square Feet	2,000	SF	3.45
	250 Square Feet to 400 Square Feet	2,000	SF	3.45
	Less than 250 Square Feet	1,000	SF	3.45
2.2	WITH DRIVEWAY OR TRAFFIC BEARING SURFACE Rough grade, remove and haul off debris, install fine grade 6-inch concrete sidewalk, 3,000 psi with chopped fiber mesh, backfill and dress site, provide all supervision, and mobilization.			
	Greater than 800 Square Feet	3,000	SF	4.35
	400 Square Feet to 800 Square Feet	2,000	SF	4.55
	250 Square Feet to 400 Square Feet	2,000	SF	4.55
	Less than 250 Square Feet	1,000	SF	4.55
2.3	Small Job Mobilization - mobilization costs applicable to small jobs of less than 250 Square Feet	1,000	Lump Sum	450 ⁰⁰

[Schedule of bid items continues next page.]

ATTACHMENT "B"

140031 - CONCRETE SIDEWALK, CURB & GUTTER

SCHEDULE OF BID ITEMS (continued)

3.0	ADDITIONAL WORK ITEMS	EST QTY	UNIT	UNIT COST
3.1	Curb removal/disposal	1,000	LF	7.00
3.2	Curb installation only FDOT Type A	1,000	LF	9.45
3.3	Curb installation only FDOT Type B	1,000	LF	8.45
3.4	Curb installation only FDOT Type D	1,000	LF	8.45
3.5	Curb installation only FDOT Type E	1,000	LF	9.45
3.6	Curb installation only FDOT Type F	1,000	LF	11.45
3.7	Curb installation only FDOT Type RA	1,000	LF	10.45
3.8	Gutter installation only FDOT Type Valley Gutter	1,000	LF	15.45
3.9	Gutter installation only FDOT Type Shoulder Gutter	1,000	LF	13.75
3.10	Curb installation only FDOT Type Asphaltic Concrete Curb	1,000	LF	8.65
3.11	Curb installation only FDOT Type Drop Curb	1,000	LF	8.45
3.12	Concrete Bumper Guard replacement	50	EA	50 / EA
3.13	Sod strip - 1 piece wide - Adjacent sidewalk - Both sides	5,000	LF	42 / sq FT
3.14	Sod strip - 1 piece wide - Adjacent sidewalk - One side	2,500	LF	42 / sq FT
3.15	Sod strip - 1 piece wide - Behind curb	2,500	LF	42 / sq FT
3.16	Handicap Ramp - Additional Labor - Concrete - Single	20	EA	325.00
3.17	Handicap Ramp - Additional Labor - Concrete - Double	20	EA	375.00
3.19	ADA Surface treatment - Plastic matting	20	SF	135.00
3.20	MOT Expenses (flagman, cones, etc.)	50	HR	400.00
3.21	Administrative cost for Building Department Permits City will reimburse contractor for actual cost of permits.	1	LS	? DEPENDS ON SCOPE OF WORK

[End Schedule of Bid Items.]



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Ordinance No. 2015-11; <i>Final</i> Toyota of Clermont		
Requested Action		
Move to approve Ordinance 2015-11.		
Staff Report		
The City Council approved the transmittal of this administrative request for a comprehensive plan amendment in March. The City annexed the subject parcel March 24, 2015 and rezoned the property to the City's C-2 General Commercial zoning classification. 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 map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The Florida Department of Economic Opportunity and the reviewing agencies have reviewed the proposed amendment and have not raised any objections. Staff recommends approval of the adoption of the future land use map amendment to change from Lake County Regional Commercial to the City's Commercial future land use category.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	CPA ORD 2015-11.doc	
2. Maps	Toyota Maps.pdf	
3. Commercial FLU	Commercial FLU.pdf	
4. DEO letter	DEO letter.pdf	
5. P&Z Minutes	P&Z Minutes.pdf	
6. Legal ad	CPA Ad Toyota of Clermont.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-11

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

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

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

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

CITY OF CLERMONT
ORDINANCE No. 2015-11

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 $\frac{1}{4}$ 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).

**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. 2015-11

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-11

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of May, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Clermont Motor Sales, LLC

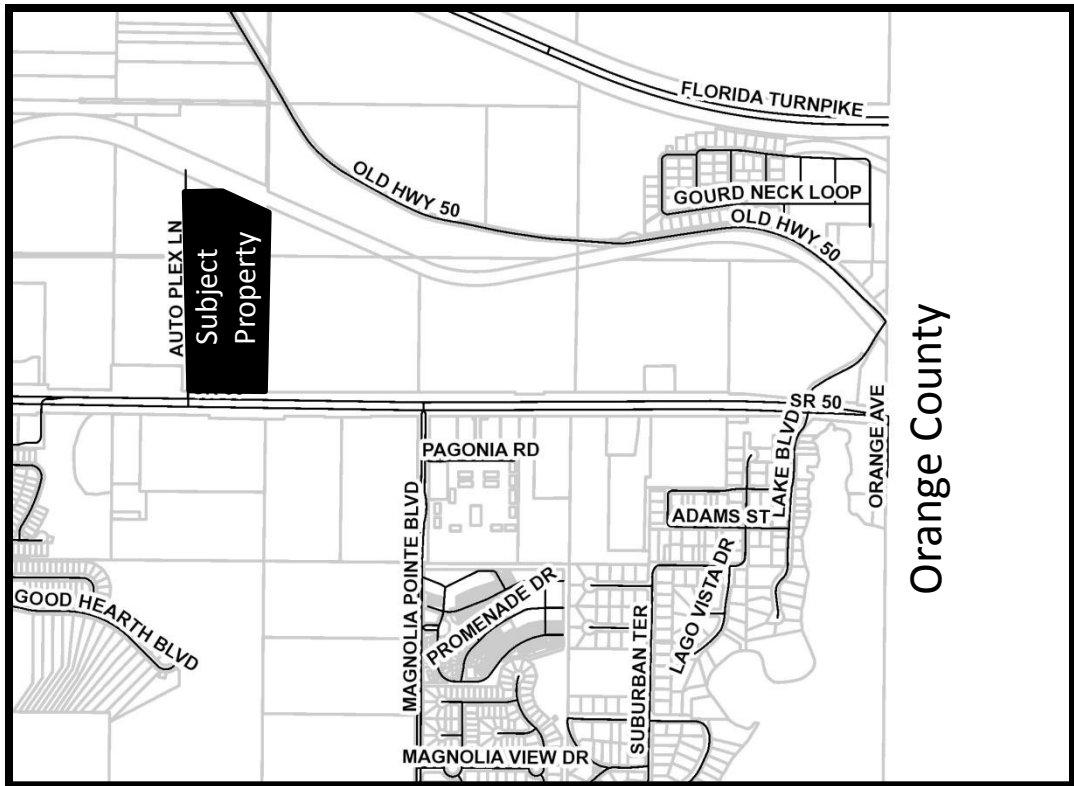


Exhibit – Future Land Use
Clermont Motor Sales, LLC

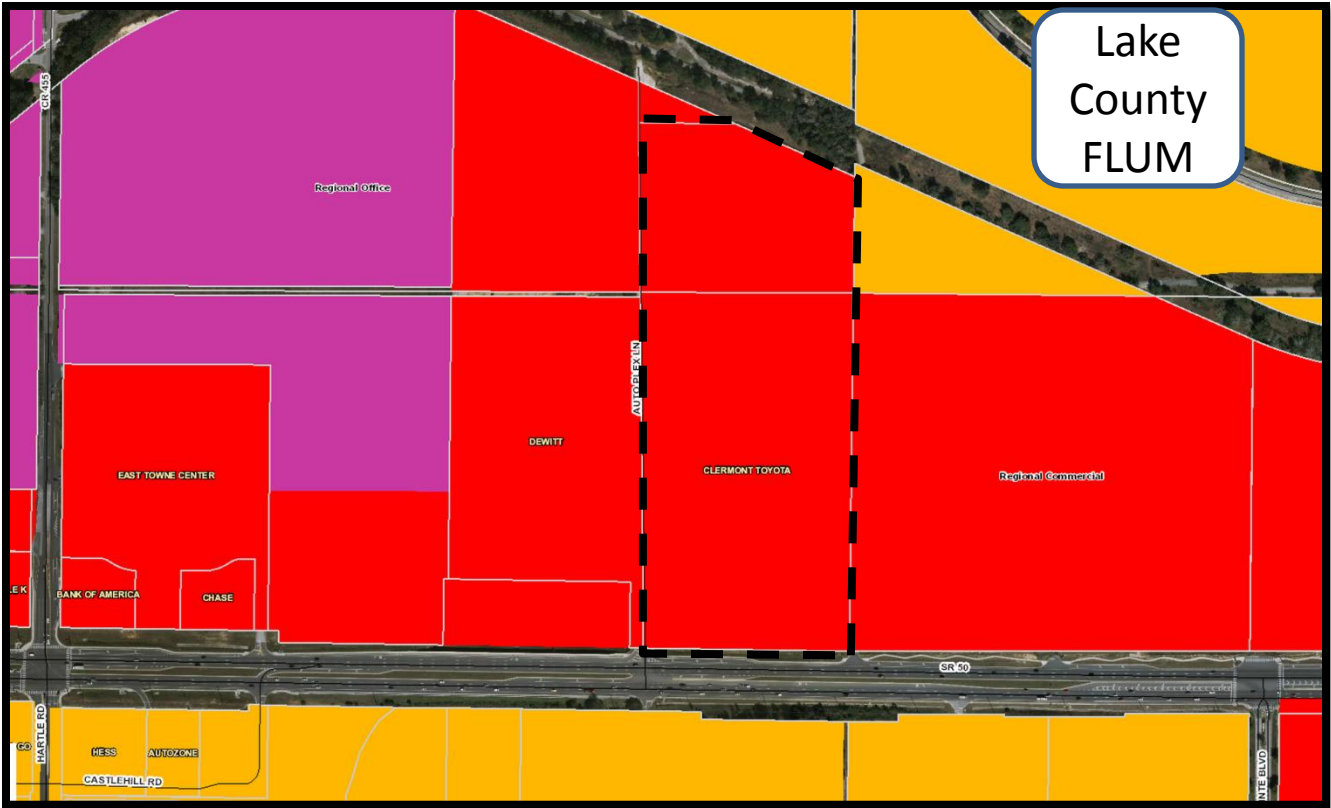


Exhibit – Zoning
Clermont Motor Sales, LLC



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

Rick Scott
GOVERNOR



Jesse Panuccio
EXECUTIVE DIRECTOR

April 23, 2015

The Honorable Gail L. Ash
Mayor, City of Clermont
City Hall, 685 West Montrose Street
Clermont, Florida 34711

Dear Mayor Ash:

The Department of Economic Opportunity has completed its review of the proposed comprehensive plan amendment for the City of Clermont (Amendment No. 15-2ESR), which was received on March 24, 2015. We have reviewed the proposed amendment pursuant to Sections 163.3184(2) and (3), Florida Statutes (F.S.), and identified no comment related to important state resources and facilities within the Department of Economic Opportunity's authorized scope of review that will be adversely impacted by the amendment if adopted.

The City is reminded that pursuant to Section 163.3184(3)(b), F.S., other reviewing agencies have the authority to provide comments directly to the City. If other reviewing agencies provide comments, we recommend the City consider appropriate changes to the amendment based on those comments. If unresolved, such comments could form the basis for a challenge to the amendment after adoption.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. Also, please note that Section 163.3184(3)(c)1, F.S., provides that if the second public hearing is not held within 180 days of your receipt of agency comments, the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department of Economic Opportunity and any affected party that provided comment on the amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment.

If you have any questions concerning this review, please contact Bill Pable, AICP, at (850) 717-8534, or by email at bill.pable@deo.myflorida.com.

Sincerely,

Ana Richmond, Chief
Bureau of Community Planning

AR/bp

Enclosure(s): Procedures for Adoption

cc: Ms. Barbara Hollerand, Planning & Zoning Director, City of Clermont
Mr. Hugh Harling, P.E., Executive Director, East Central Florida Regional Planning Council

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
March 3, 2015**

Page 5

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
MINUTES
PLANNING AND ZONING COMMISSION
March 3, 2015**

Page 6

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.

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-10

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission and Tuesday, March 24, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, May 26, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.

***Location: North of S.R. 50, East of Auto Plex Lane, West of the Orange County Line,
Toyota of Clermont, 28 +/- acres
Alternate Keys 3835574 and 1048699***

Ordinance #2015-10:

An ordinance of the City Council of the City of Clermont, Lake County, Florida, adopting a 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 comprehensive plan amendment; establishing the legal status of the 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 17, 2015 and May 12, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Ordinance No. 2015-14; <i>Table to June 23, 2015</i> Plaza Collina		
Requested Action		
Move to table Ordinance 2015-14 to the June 23, 2015 Council meeting.		
Staff Report		
The adoption of the large-scale comprehensive plan amendment was originally advertised for May 26, 2015. Because the transmittal of the amendment was delayed a month, the adoption hearing is requested to be postponed until June 23, 2015 to allow the Florida Department of Economic Opportunity time to complete its review.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance CPA ORD 2015-14.doc		
2. Legal ad CPA Ad Plaza Collina.docx		

CITY OF CLERMONT
ORDINANCE No. 2015-14

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

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

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

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

CITY OF CLERMONT
ORDINANCE No. 2015-14

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)

**CHANGE IN FUTURE LAND USE CLASSIFICATION
FROM LAKE COUNTY – REGIONAL COMMERCIAL
TO CITY OF CLERMONT MASTER PLANNED DEVELOPMENT**

Section 2.

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

CITY OF CLERMONT
ORDINANCE No. 2015-14

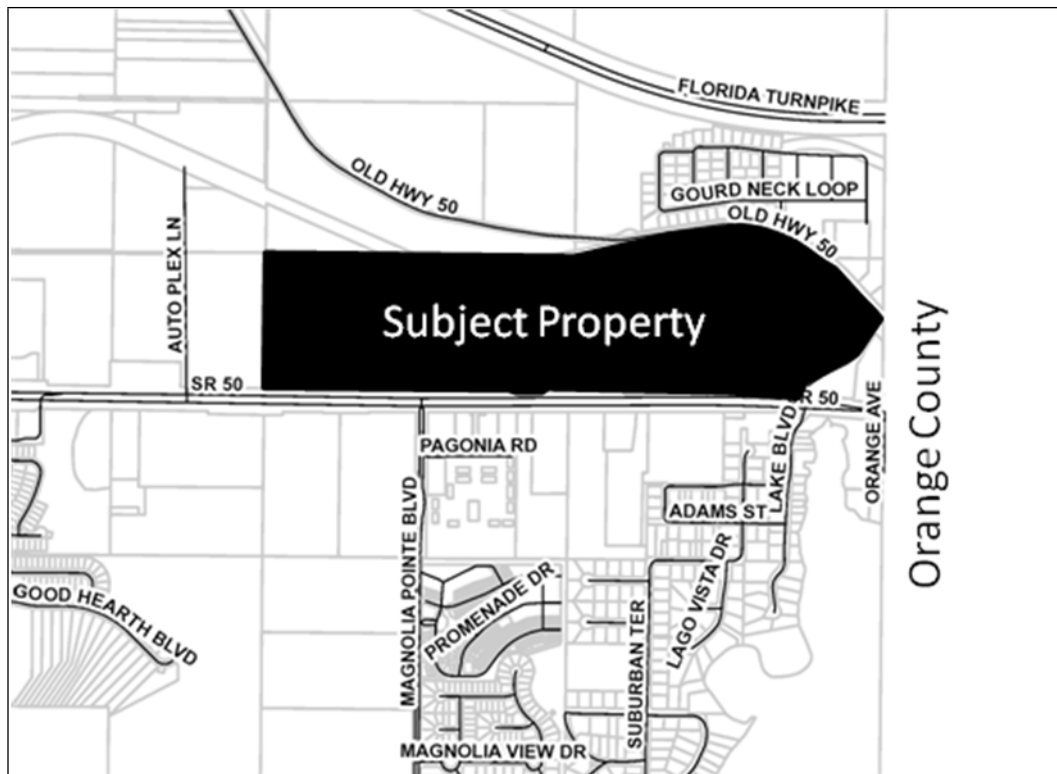
Section 3.

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

Section 4.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of June, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

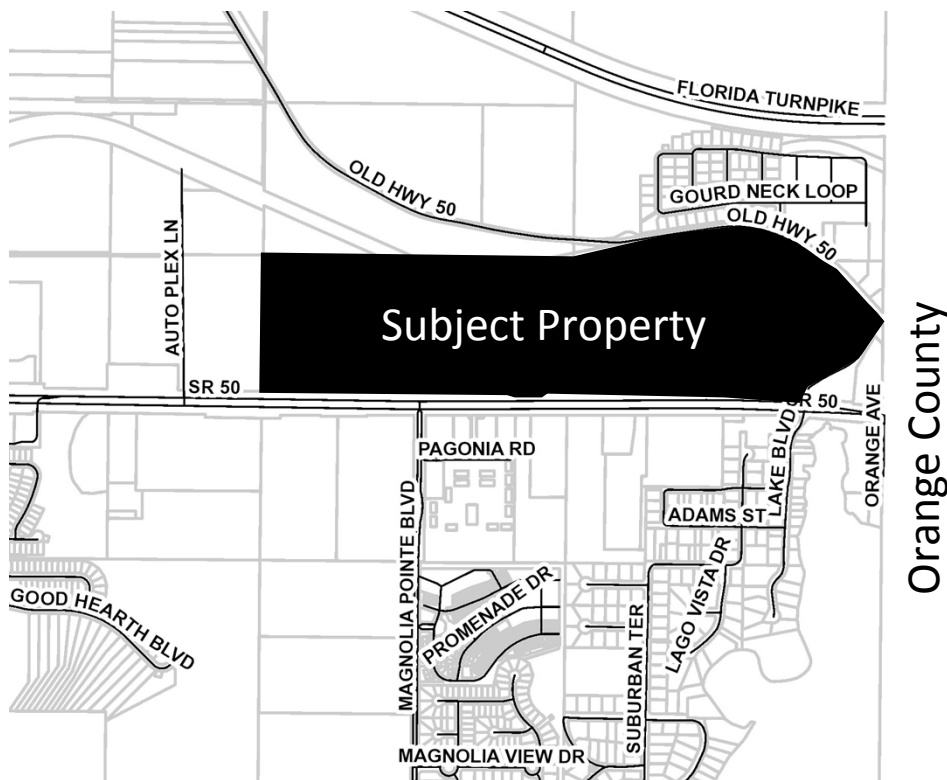
Daniel F. Mantzaris, City Attorney

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-14

The City of Clermont will hold public hearings Tuesday, March 3, 2015 at 7 p.m. before the Planning and Zoning Commission and Tuesday, March 24, 2015 at 6:30 p.m. before the City Council to consider transmittal and introduction of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Master Planned Development.

The City of Clermont will hold public hearings on Tuesday, May 26, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: North of S.R. 50, West of the Orange County Line, South of Old Hwy 50
Plaza Collina, 142 +/- acres
Alternate Keys 1707242, 1707234, 1037433, 3878786, 1592399, and 1592381***

Ordinance #2015-14:

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

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
May 12, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Ordinance No. 2015-35; <i>Final</i> Senninger Irrigation		
Requested Action		
Move to approve Ordinance 2015-35.		
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 agreement with the City was executed on November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation. The rezoning request is to change the zoning from Urban Estate (currently Planned Industrial District in Lake County) to the City's M-1 Industrial zoning classification. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the city is projected to be \$12,271.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	ANN ORD 2015-35.doc	
2. Maps	Senninger Maps.pdf	
3. Utility Agreement	Senninger Utility Agreement.pdf	
4. Legal ad	Senninger ANN legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-35

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 24, 2003; 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

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of

CITY OF CLERMONT
ORDINANCE No. 2015-35

beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

A portion of Alternate Key 1795044 and approximately ½ of 1648165; 16220 State Road 50

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

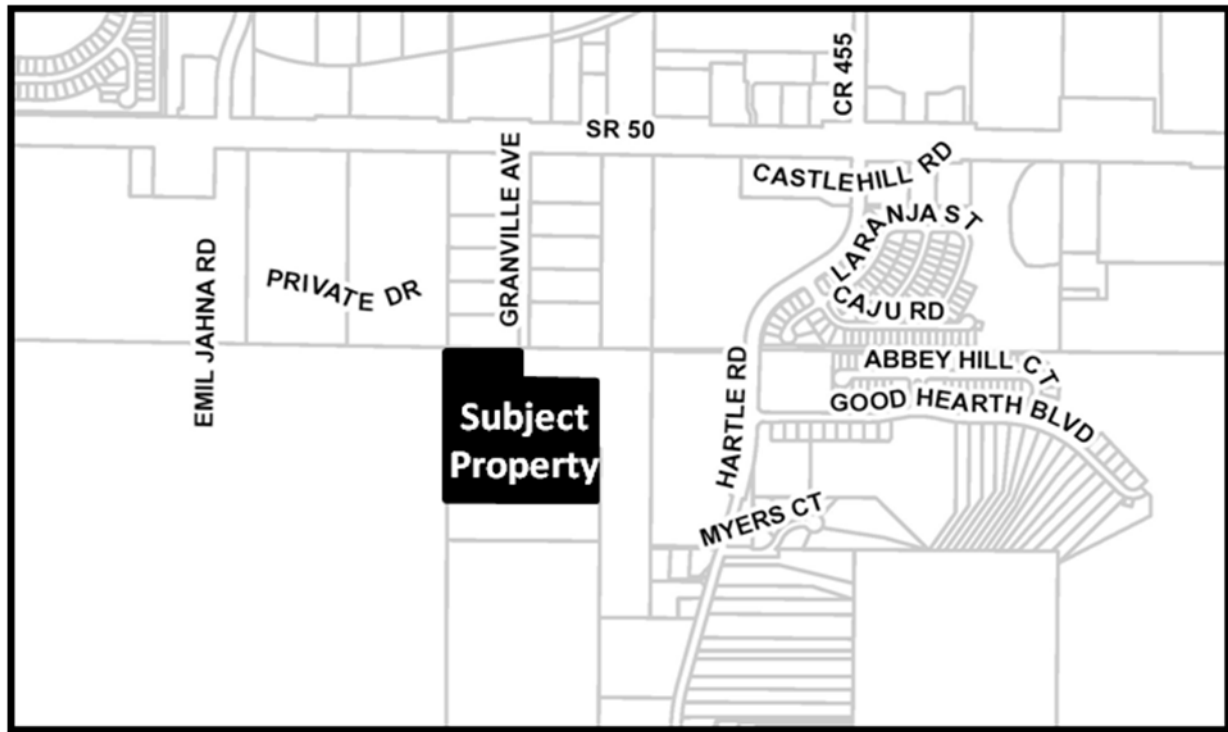
This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

CITY OF CLERMONT
ORDINANCE No. 2015-35

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-35

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of May, 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 Senninger Irrigation

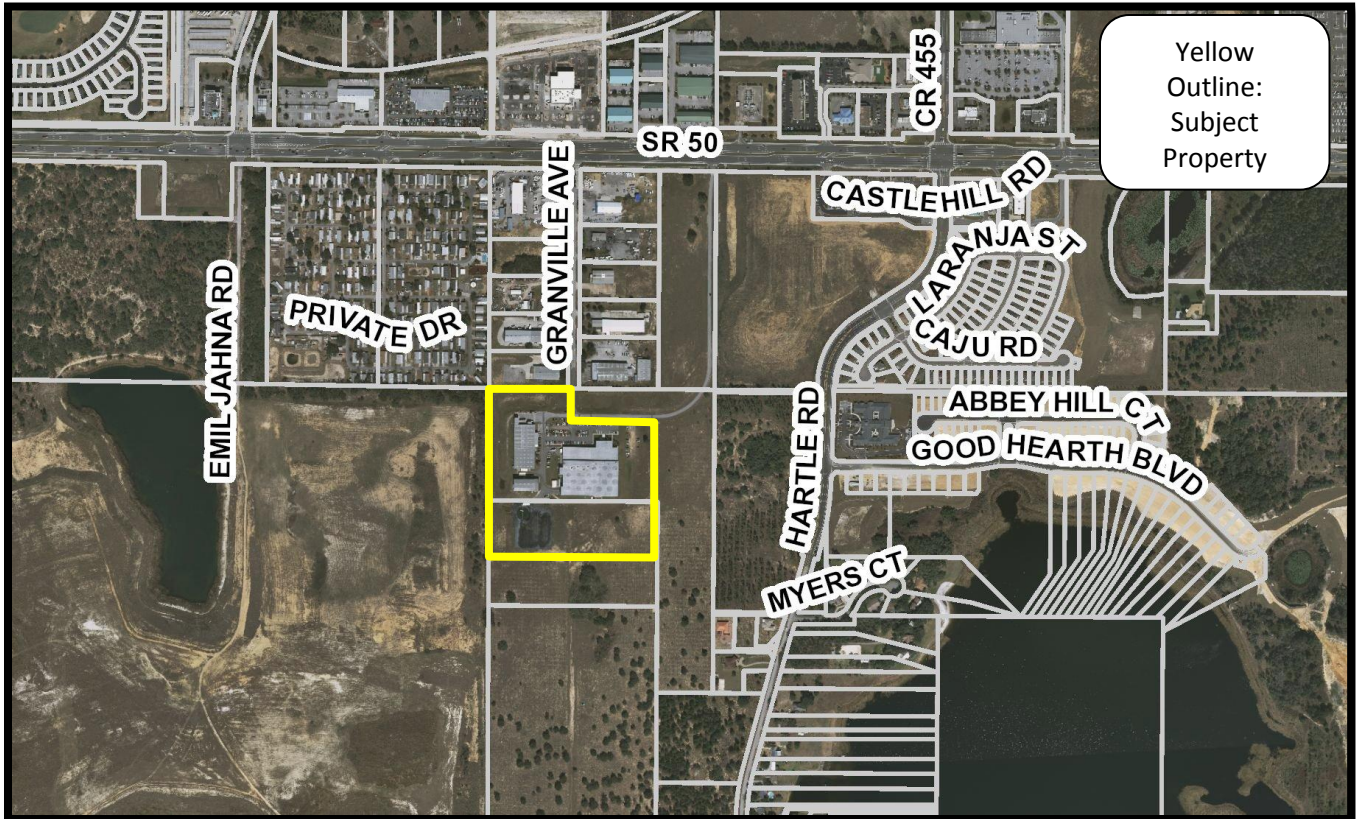
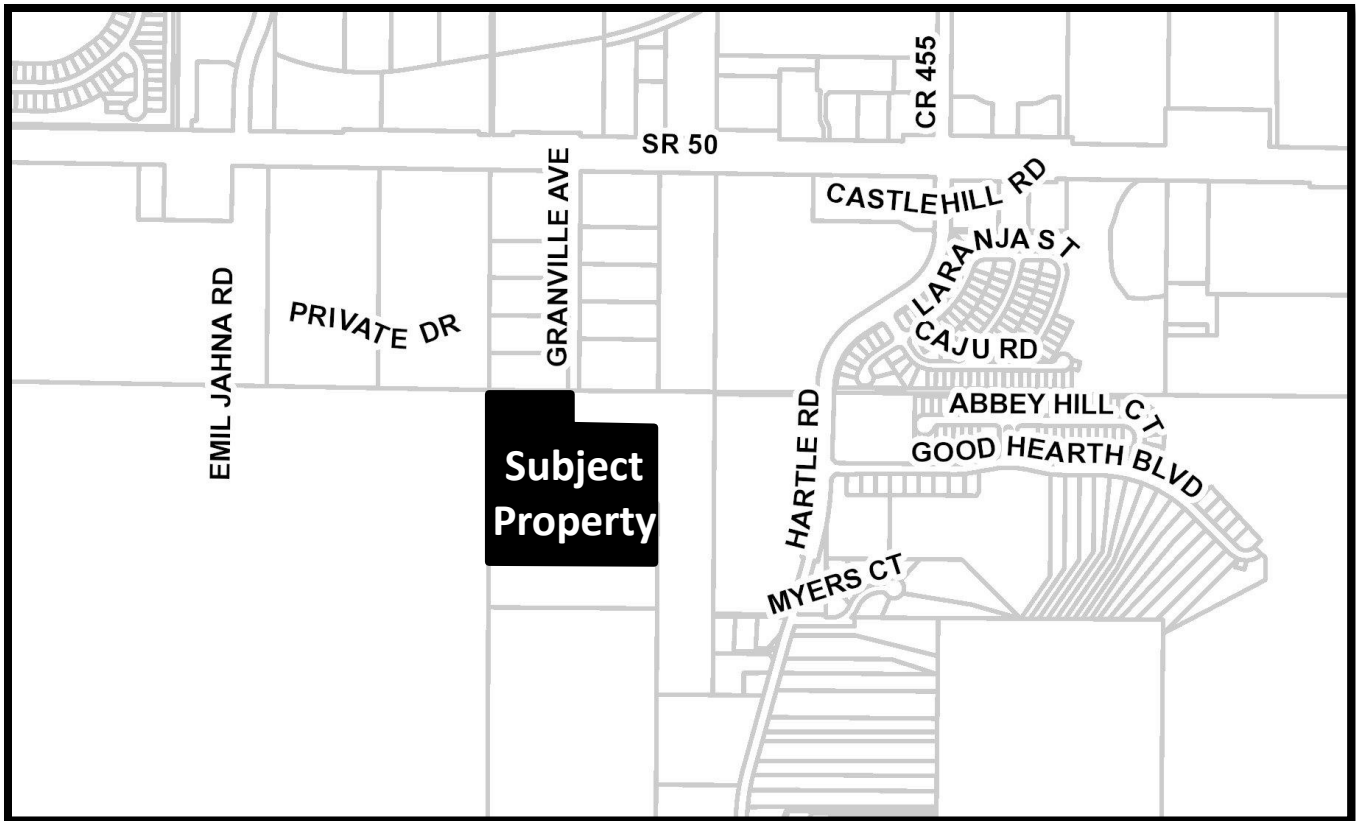


Exhibit – Future Land Use
Senninger Irrigation

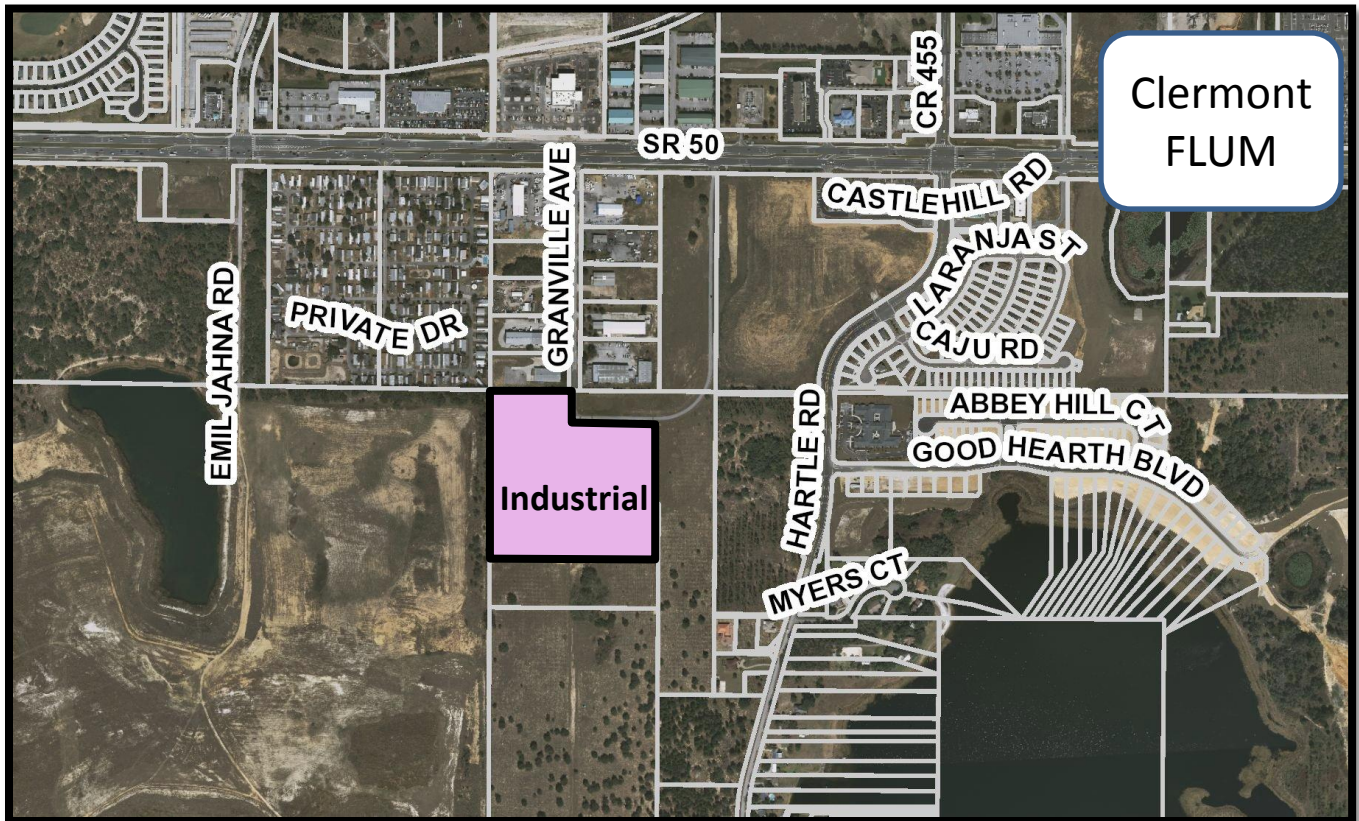
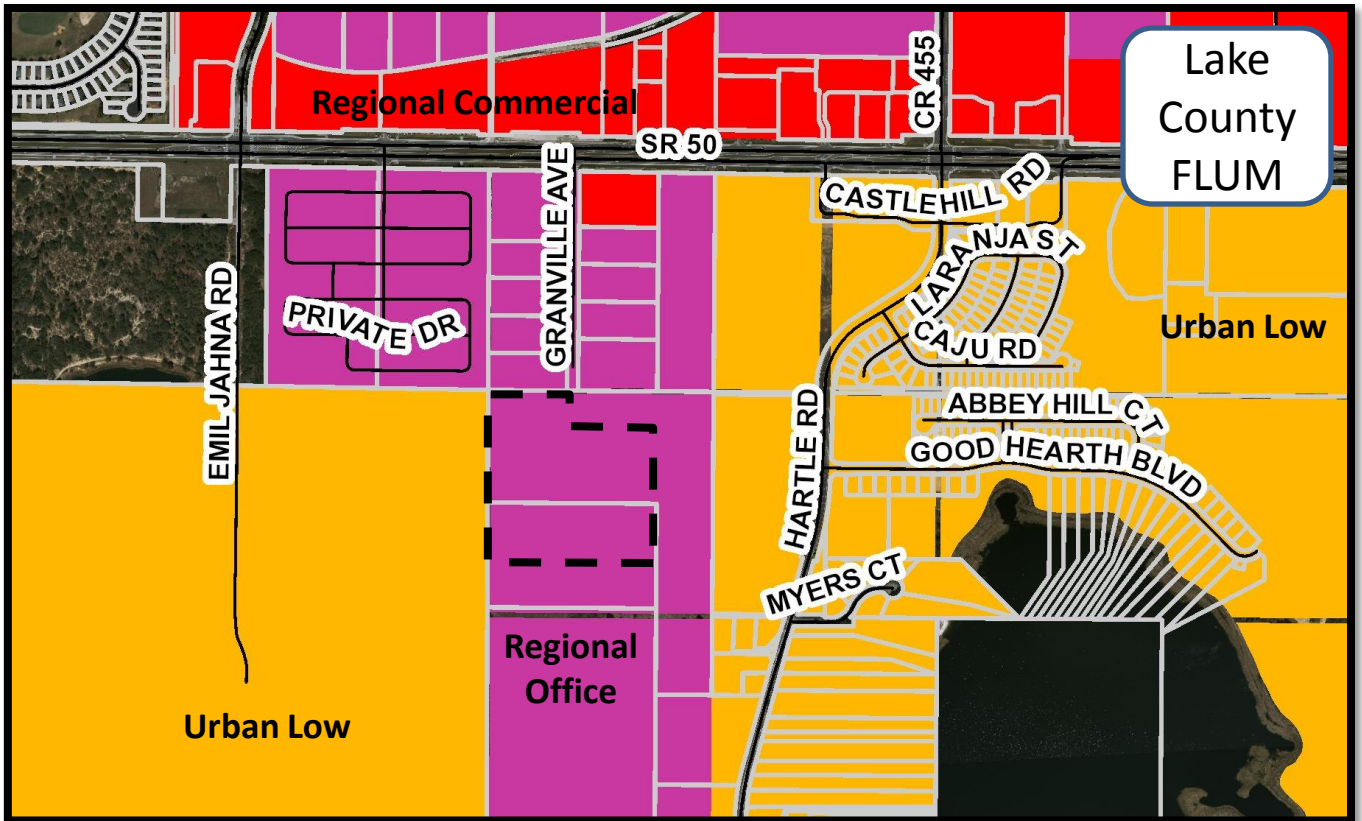
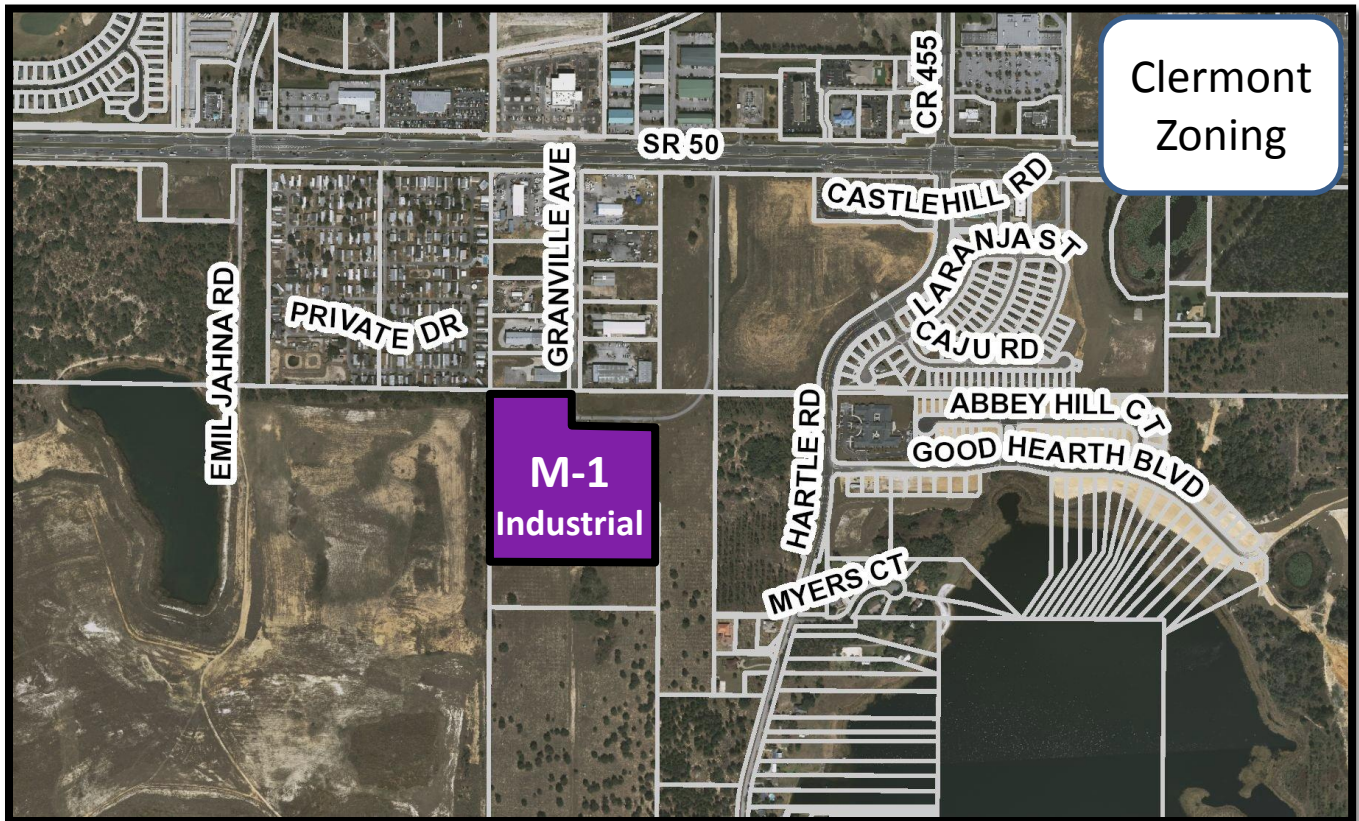
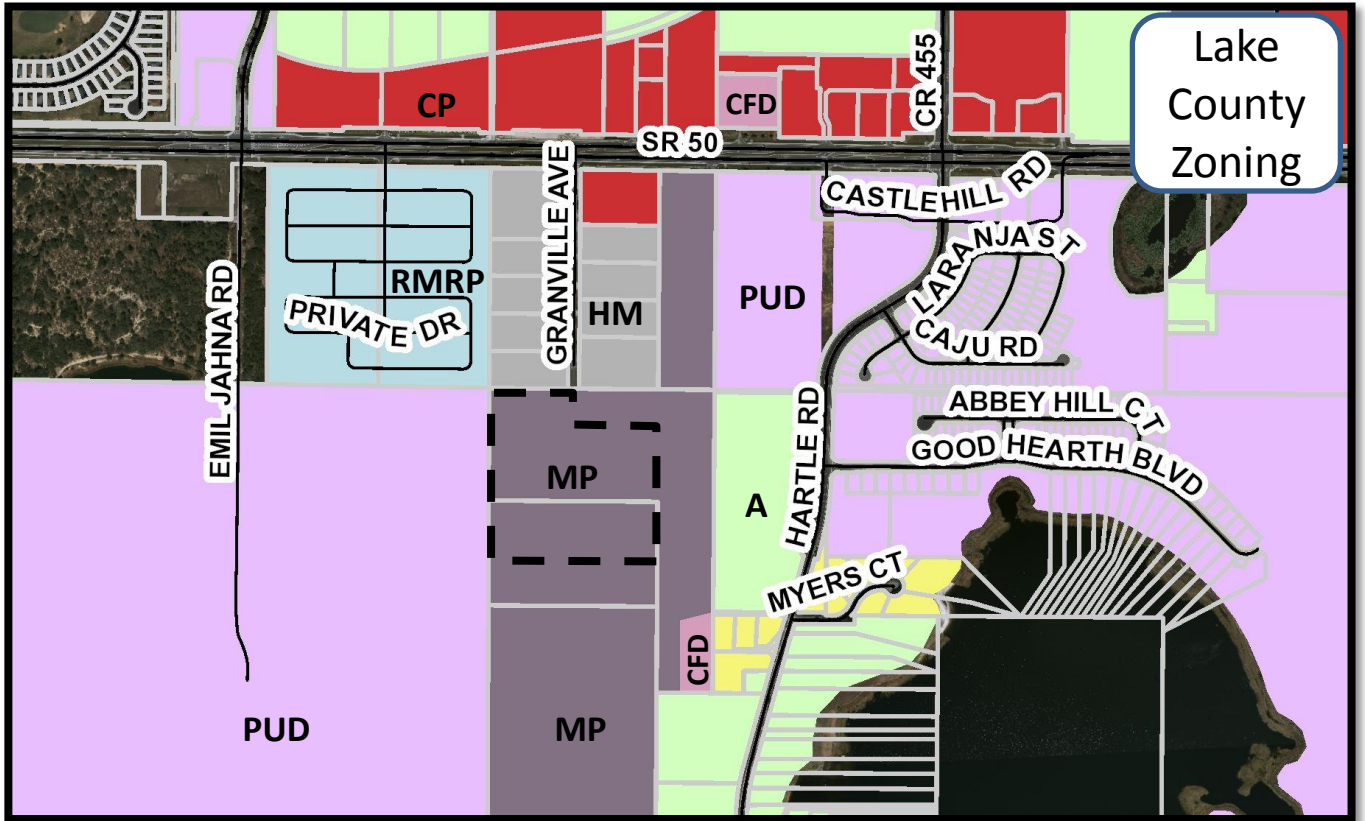


Exhibit – Zoning
Senninger Irrigation



WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Senninger Irrigation, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Senninger Irrigation Manufacturing Facility, 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 to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the project; 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 and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 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 and other specifications required by the CITY.
- 1.4 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. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit 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.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, 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.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 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 per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, 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.
- 1.11 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.12 Ownership of Utility Lines – Certain water mains to be constructed under this agreement shall be owned and maintained by the City as indicated on the approved plans. Ownership shall be transferred from the OWNER to the CITY by Bill of Sales upon completion of installation, inspection and acceptance by the CITY. A minimum 15' wide easement shall be granted by OWNER to the CITY for all Utility lines to be owned and maintained by CITY.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

Adam Skolnik, President
Senninger Irrigation, Inc.
6416 Old Winter Garden Road
Orlando, FL 32835

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 Mayor and OWNER through Adam Skolnik as President of Senninger Irrigation, Inc..

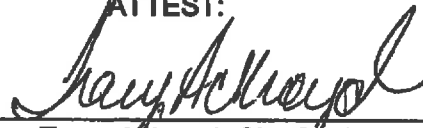
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

OWNER

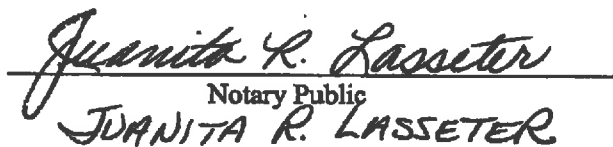


Adam Skolnik, President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Adam Skolnik as President of Senninger Irrigation, Inc., ~~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 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

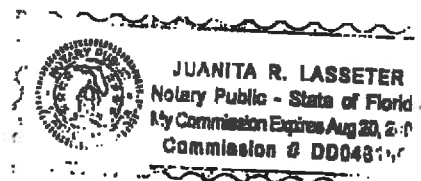


EXHIBIT A

PARCEL B:

THAT PART OF LOTS 39, 40, 41 AND 42, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 57, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.00°10'49"E., ALONG THE WEST LINE OF LOTS 57, 56 AND 41, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,682.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00°10'49"E., ALONG THE WEST LINE OF LOTS 41 AND 40, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 969.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 472.27 FEET; THENCE S.00°25'50"W., 191.77 FEET; THENCE S.89°28'34"E., 455.72 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°48'41", AN ARC LENGTH OF 54.86 FEET, TO THE END OF SAID CURVE; THENCE S.00°20'07"W., 742.66 FEET; THENCE N.89°33'15"W., 959.93 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH THE FOLLOWING ACCESS UTILITY AND DRAINAGE EASEMENTS APPURTENANT TO PARCEL B:

ACCESS/UTILITY EASEMENT

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.00°24'47"W., ALONG THE EAST LINE OF LOTS 23 AND 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,143.87 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 331.00 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°06'34", AN ARC LENGTH OF 520.57 FEET, TO THE END OF SAID CURVE; THENCE N.89°28'34"W., 526.34 FEET; THENCE N.00°25'50"E., 191.77 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF THE AFOREMENTIONED LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 50.00 FEET; THENCE S.00°25'50"W., 128.32 FEET; THENCE S.89°34'10"E., 483.52 FEET TO THE

BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1007.16 FEET; THENCE N.05°55'50"E., 138.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, 52.28 FEET TO THE POINT OF BEGINNING.

10 FOOT WIDE UTILITY EASEMENT

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN N.88°48'45"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 52.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.05°55'50"W., 138.92 FEET; THENCE S.00°24'25"W., 1,007.16 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.89°34'10"W., 43.40 FEET; THENCE N.00°25'50"E., 10.00 FEET; THENCE S.89°34'10"E., 43.40 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 255.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 401.92 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1,007.65 FEET; THENCE N.05°55'50"E., 138.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.03 FEET TO THE POINT OF BEGINNING.

15 FOOT WIDE UTILITY EASEMENT

A 15 FOOT WIDE UTILITY EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.88°48'45"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 15.00 FEET; THENCE S.00°23'57"W., PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID LOT 23, AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF LOT 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,301.74 FEET TO A POINT THAT IS 15 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES

THERETO, THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY; THENCE N.89°34'10"W., PARALLEL WITH THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.30 FEET; THENCE S.00°25'50"W., 113.32 FEET; THENCE N.89°34'10"W., 15.00 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 39, OF LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY; THENCE N.00°23'57"E., ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 26, AND ALONG THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1, 286.74 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT "A"

A DRAINAGE EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.89°34'10"W., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.00°25'50"W., 128.32 FEET; THENCE N.89°34'10"W., 230.93 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF SAID LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF LOT 40, AND ALONG THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 230.93 FEET TO THE POINT OF BEGINNING.

SOURCE: Legal descriptions provided by Farmer and Associates. (Project # 03-0751)

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 May 26, 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. 2015-35

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:

A portion of Alternate Key 1795044 and approximately ½ of 1648165;
16220 State Road 50

LEGAL DESCRIPTION

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

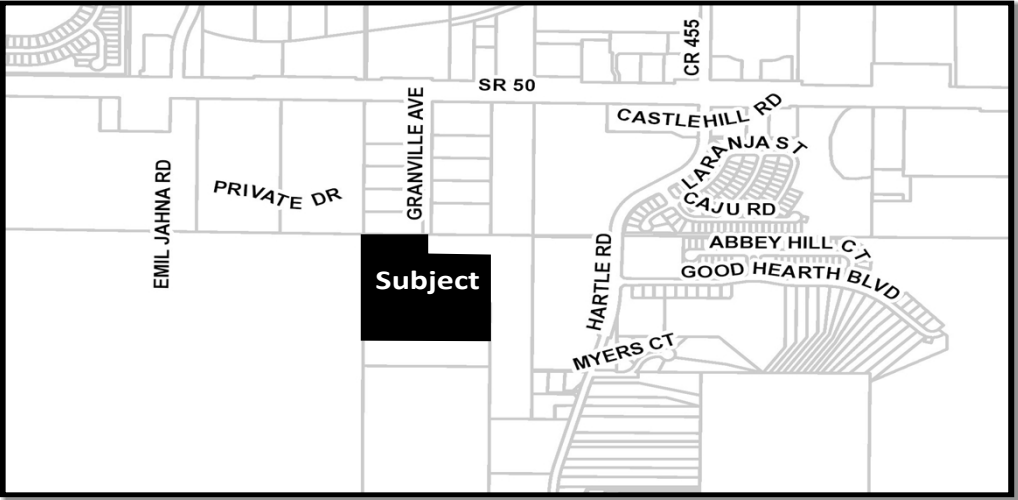
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
May 5, 2015 and May 12, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Ordinance No. 2015-37; <i>Final</i> Senninger Irrigation		
Requested Action		
Move to approve Ordinance 2015-37.		
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 agreement with the City was executed on November 24, 2003. The property is improved and is currently receiving water services from the City. The property is approximately 19 acres. The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Industrial District) to the City's M-1 Industrial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation. Staff recommends approval of the rezoning to M-1 Industrial. <i>At the Special Meeting of the Planning & Zoning Commission April 27, 2015, Commissioner Judy Proli moved to recommend approval of the rezoning; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	REZ ORD 2015-37.doc	
2. Maps	Senninger Maps.pdf	
3. Utility Agreement	Senninger Utility Agreement.pdf	
4. P&Z minutes	Rezoning P&Z minutes.pdf	
5. Legal ad	Senninger REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-37

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

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

A portion of Alternate Key 1795044 and approximately ½ of 1648165; 16220 State Road 50

From: UE Urban Estate
To: M-1 Industrial

CITY OF CLERMONT
ORDINANCE No. 2015-37

SECTION 2:

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

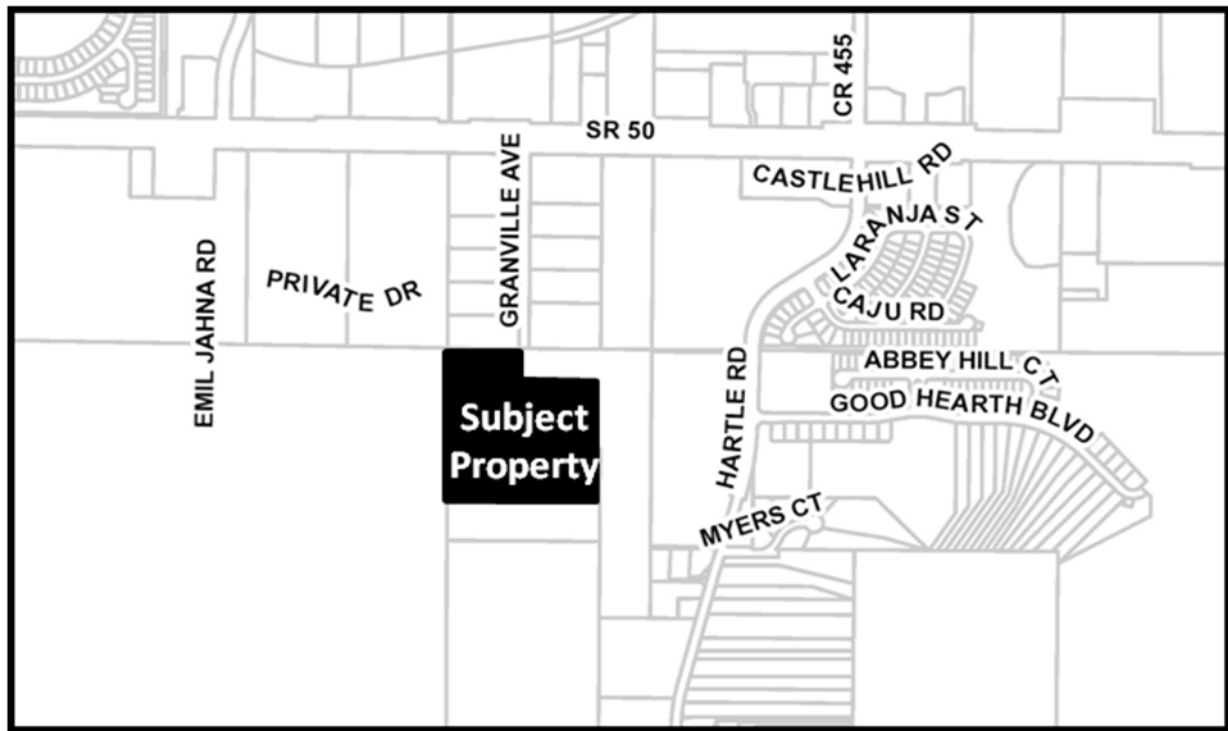
SECTION 3:

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:



CITY OF CLERMONT
ORDINANCE No. 2015-37

Florida on this 26th day of May, 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 Senninger Irrigation

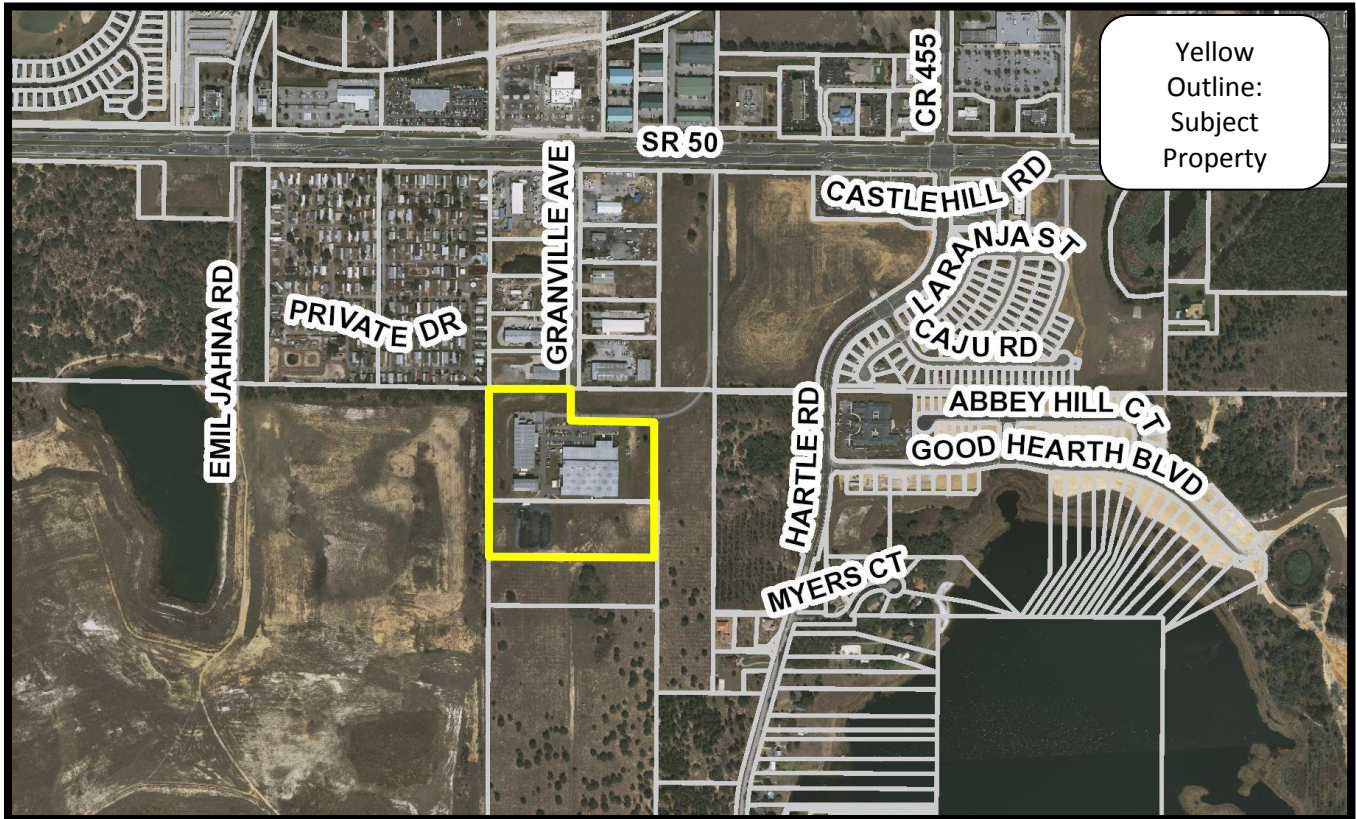
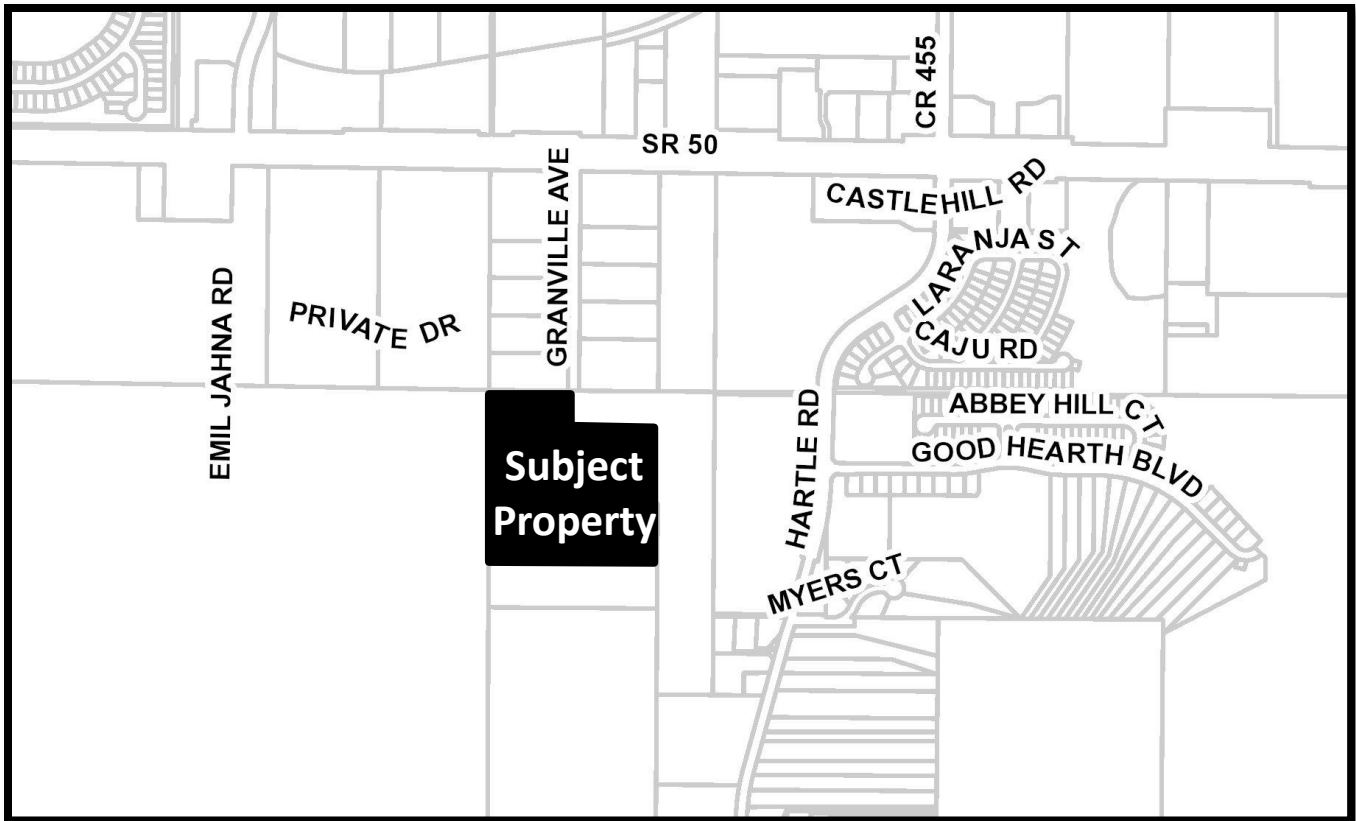


Exhibit – Future Land Use
Senninger Irrigation

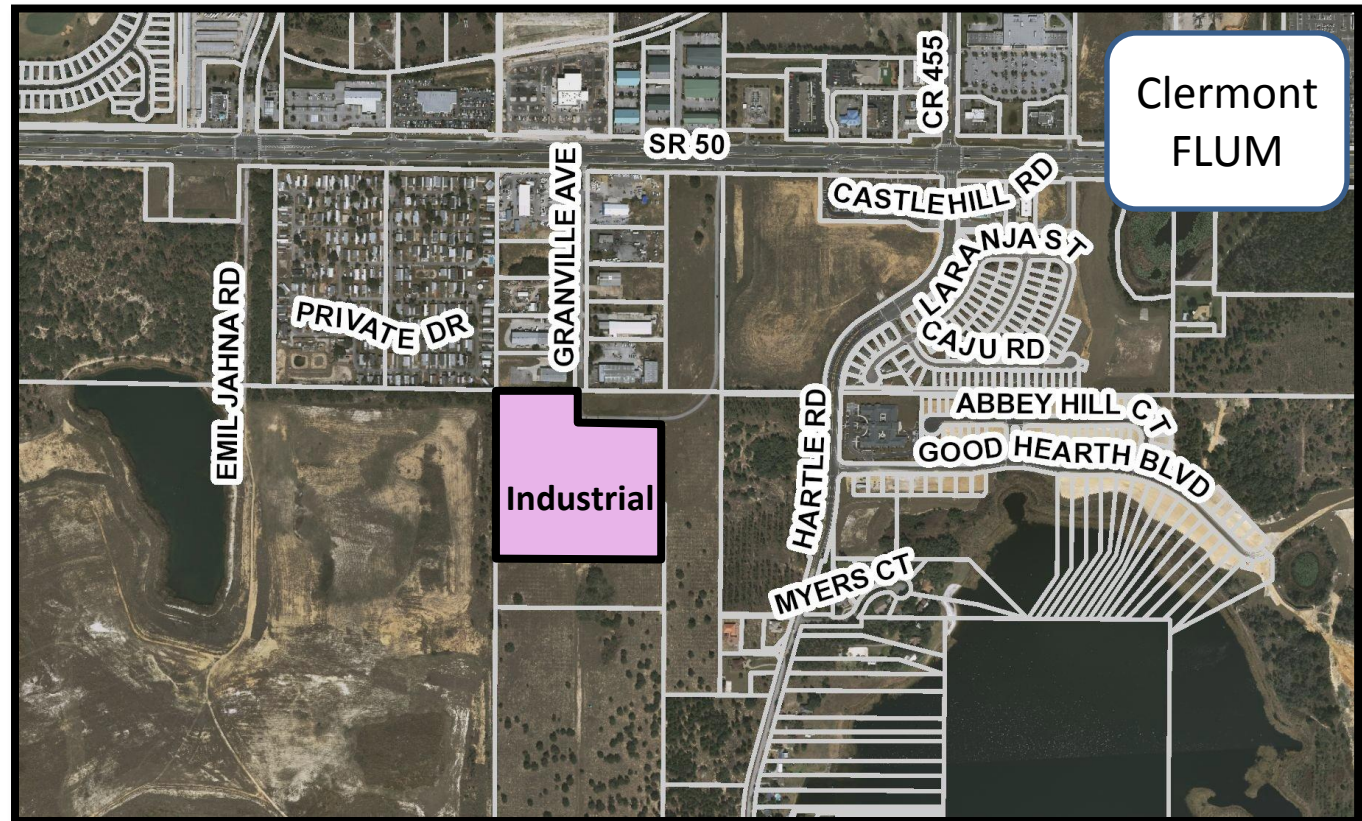
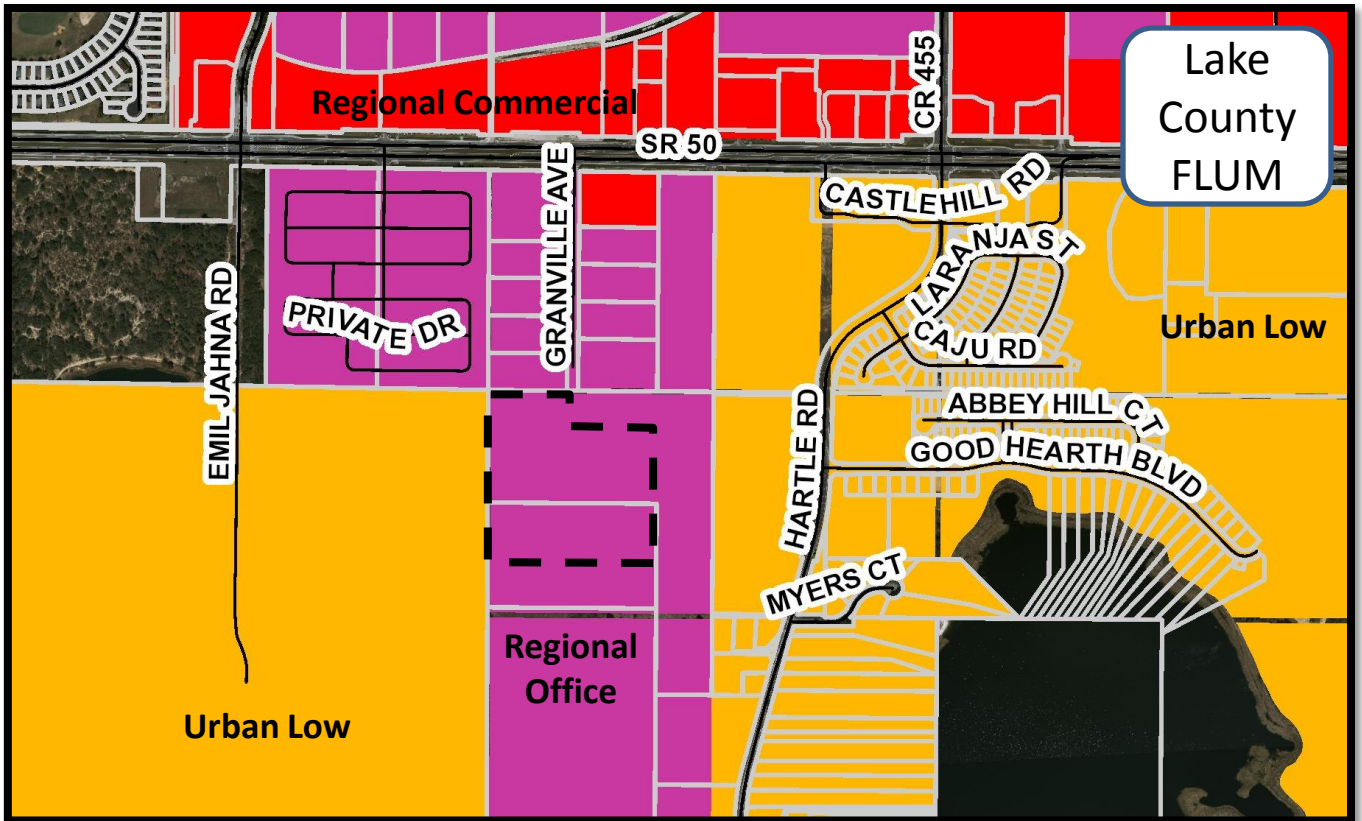
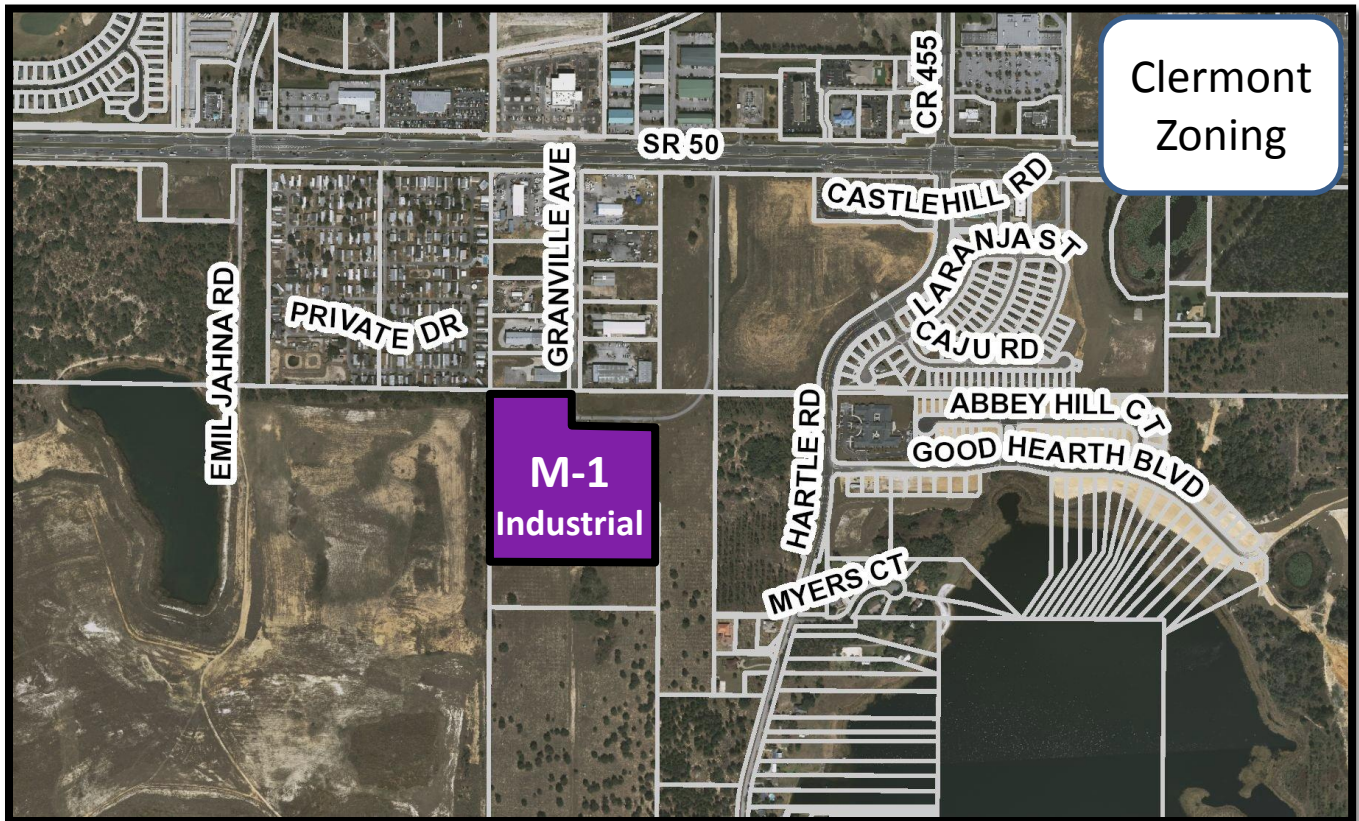
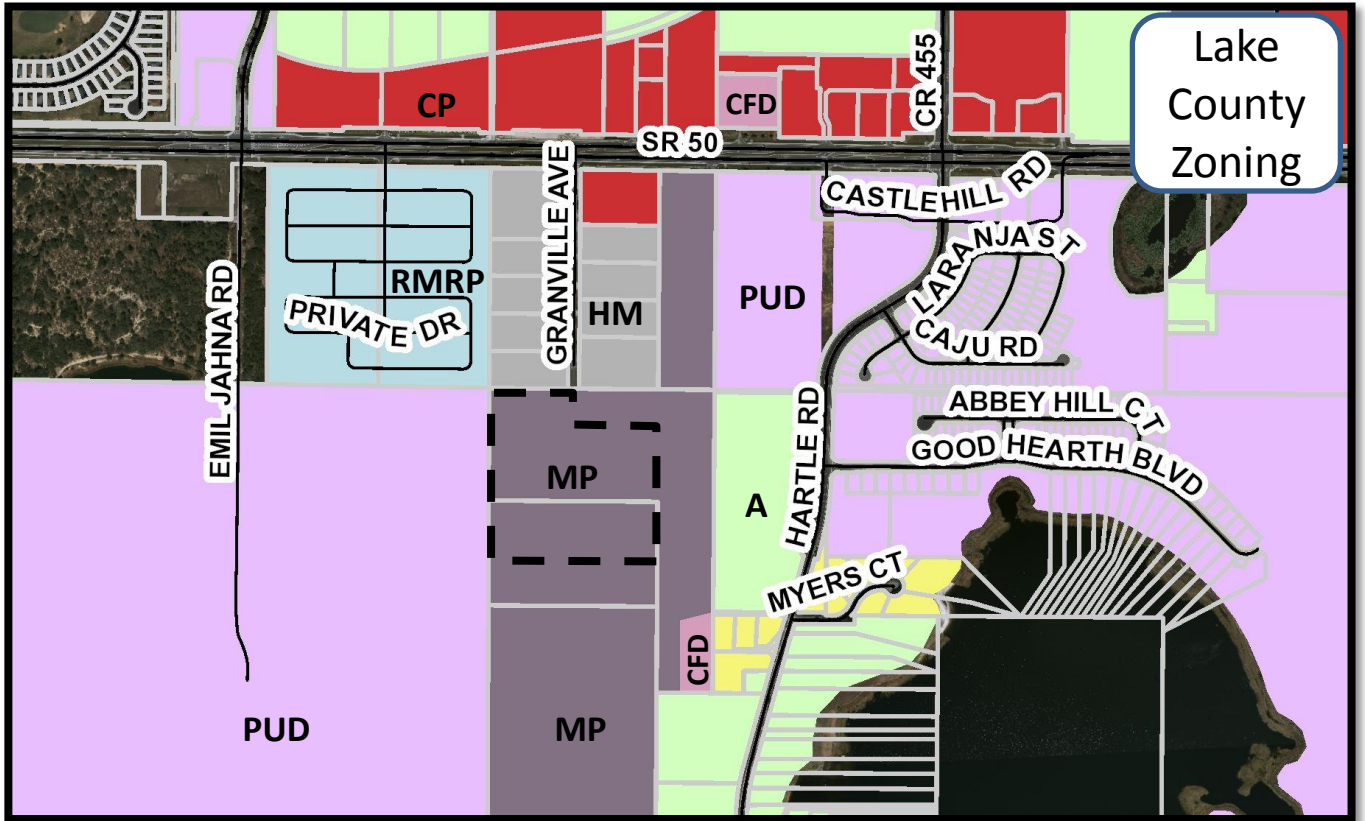


Exhibit – Zoning
Senninger Irrigation



WATER & WASTEWATER SERVICE AGREEMENT

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Senninger Irrigation, Inc. and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Senninger Irrigation Manufacturing Facility, 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 to meet the minimum requirements of CITY Land Development Regulations and to meet the flow demands for the project; 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 and along routes approved by CITY, per plans and specs prepared by Walling Engineering dated OCT 03 22 31, 2003.

- 1.3 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 and other specifications required by the CITY.
- 1.4 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. Senninger shall be entitled to be reimbursed by the CITY (the "Over sized cost") that represents the difference in the cost to engineer, design, permit and construct the water lines and/or appurtenances needed by Senninger for its Property, and/or appurtenances required by the CITY. The Oversize cost of the water lines and or appurtenances shall be repaid to Senninger as a credit against water impact fees, pursuant to paragraph 1.12
- 1.5 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project as reflected on the approved engineering plans. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit 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.
- 1.6 The OWNER shall be responsible for all costs of on site and off site improvements as reflected on the approved engineering plans, 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.
- 1.7 The OWNER shall provide to the CITY a minimum of two contractor bids that shall include the total cost for the minimum required size lines and appurtenances and a total cost for the approved oversize design. The OWNER shall provide the CITY with proposed engineering and permitting cost differences for CITY review and approval.
- 1.8 The OWNER and CITY shall agree on the cost difference prior to commencement of construction.
- 1.9 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 per approved plans and specifications, with reimbursement for the difference in costs as determined in Section 1.11 from the CITY in the form of Impact Fee Credits.
- 1.10 The Impact Fee Credits shall be established subject to Sections 1.4 and 1.9, 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.
- 1.11 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

- 1.12 Ownership of Utility Lines – Certain water mains to be constructed under this agreement shall be owned and maintained by the City as indicated on the approved plans. Ownership shall be transferred from the OWNER to the CITY by Bill of Sales upon completion of installation, inspection and acceptance by the CITY. A minimum 15' wide easement shall be granted by OWNER to the CITY for all Utility lines to be owned and maintained by CITY.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.
- 3.2 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 4. 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 5. 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

Adam Skolnik, President
Senninger Irrigation, Inc.
6416 Old Winter Garden Road
Orlando, FL 32835

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 Mayor and OWNER through Adam Skolnik as President of Senninger Irrigation, Inc..

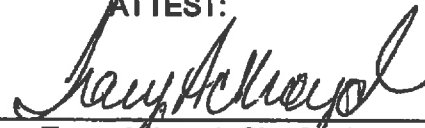
DATED this 14 day of October, 2003.

CITY OF CLERMONT



Harold S. Turville, Jr., Mayor

ATTEST:



Tracy Ackroyd, City Clerk

OWNER

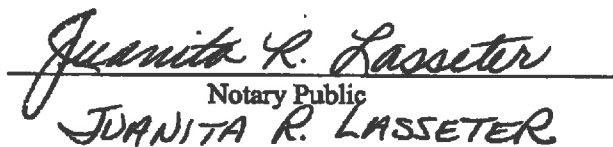


Adam Skolnik, President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Adam Skolnik as President of Senninger Irrigation, Inc., ~~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 24th day of November, 2003.


Notary Public
JUANITA R. LASSETER

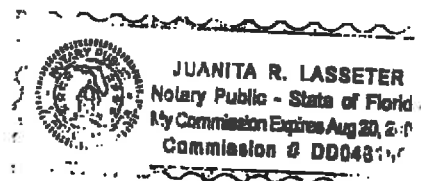


EXHIBIT A

PARCEL B:

THAT PART OF LOTS 39, 40, 41 AND 42, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF LOT 57, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.00°10'49"E., ALONG THE WEST LINE OF LOTS 57, 56 AND 41, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,682.40 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, CONTINUE N.00°10'49"E., ALONG THE WEST LINE OF LOTS 41 AND 40, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 969.87 FEET TO THE NORTHWEST CORNER OF SAID LOT 40; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 472.27 FEET; THENCE S.00°25'50"W., 191.77 FEET; THENCE S.89°28'34"E., 455.72 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 35.00 FEET; THENCE EASTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°48'41", AN ARC LENGTH OF 54.86 FEET, TO THE END OF SAID CURVE; THENCE S.00°20'07"W., 742.66 FEET; THENCE N.89°33'15"W., 959.93 FEET TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY AND RESTRICTIONS OF RECORD, IF ANY.

TOGETHER WITH THE FOLLOWING ACCESS UTILITY AND DRAINAGE EASEMENTS APPURTENANT TO PARCEL B:

ACCESS/UTILITY EASEMENT

BEGIN AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.00°24'47"W., ALONG THE EAST LINE OF LOTS 23 AND 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,143.87 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 331.00 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°06'34", AN ARC LENGTH OF 520.57 FEET, TO THE END OF SAID CURVE; THENCE N.89°28'34"W., 526.34 FEET; THENCE N.00°25'50"E., 191.77 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF THE AFOREMENTIONED LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 50.00 FEET; THENCE S.00°25'50"W., 128.32 FEET; THENCE S.89°34'10"E., 483.52 FEET TO THE

BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1007.16 FEET; THENCE N.05°55'50"E., 138.92 FEET TO A POINT ON THE AFOREMENTIONED SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, 52.28 FEET TO THE POINT OF BEGINNING.

10 FOOT WIDE UTILITY EASEMENT

COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE EAST LINE OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN N.88°48'45"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 52.28 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.05°55'50"W., 138.92 FEET; THENCE S.00°24'25"W., 1,007.16 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 265.80 FEET; THENCE SOUTHERLY AND WESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 417.63 FEET, TO THE END OF SAID CURVE; THENCE N.89°34'10"W., 43.40 FEET; THENCE N.00°25'50"E., 10.00 FEET; THENCE S.89°34'10"E., 43.40 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 255.80 FEET; THENCE EASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 90°01'25", AN ARC LENGTH OF 401.92 FEET, TO THE END OF SAID CURVE; THENCE N.00°24'25"E., 1,007.65 FEET; THENCE N.05°55'50"E., 138.57 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50; THENCE S.88°48'45"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 10.03 FEET TO THE POINT OF BEGINNING.

15 FOOT WIDE UTILITY EASEMENT

A 15 FOOT WIDE UTILITY EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

BEGIN AT THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50 WITH THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND RUN S.88°48'45"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE HIGHWAY 50, A DISTANCE OF 15.00 FEET; THENCE S.00°23'57"W., PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF SAID LOT 23, AND PARALLEL WITH THE WEST LINE OF THE EAST 1/2 OF LOT 26, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1,301.74 FEET TO A POINT THAT IS 15 FEET SOUTH OF, WHEN MEASURED AT RIGHT ANGLES

THERETO, THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY; THENCE N.89°34'10"W., PARALLEL WITH THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.30 FEET; THENCE S.00°25'50"W., 113.32 FEET; THENCE N.89°34'10"W., 15.00 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 39, OF LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO A POINT AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY; THENCE N.00°23'57"E., ALONG THE WEST LINE OF THE EAST 1/2 OF SAID LOT 26, AND ALONG THE WEST LINE OF THE EAST 1/2 OF LOT 23, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 1, 286.74 FEET TO THE POINT OF BEGINNING.

DRAINAGE EASEMENT "A"

A DRAINAGE EASEMENT LYING OVER, UPON AND THROUGH THE FOLLOWING DESCRIBED PARCEL OF LAND:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF LOT 26, OF LAKE HIGHLANDS COMPANY, A SUBDIVISION IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING THE RECORD PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 52, IN THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, AND RUN N.89°34'10"W., ALONG THE NORTH LINE OF SAID LOT 39, A DISTANCE OF 244.29 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.00°25'50"W., 128.32 FEET; THENCE N.89°34'10"W., 230.93 FEET; THENCE N.00°25'50"E., 128.32 FEET TO A POINT ON THE NORTH LINE OF LOT 40, OF SAID LAKE HIGHLANDS COMPANY; THENCE S.89°34'10"E., ALONG THE NORTH LINE OF LOT 40, AND ALONG THE NORTH LINE OF LOT 39, OF SAID LAKE HIGHLANDS COMPANY, A DISTANCE OF 230.93 FEET TO THE POINT OF BEGINNING.

SOURCE: Legal descriptions provided by Farmer and Associates. (Project # 03-0751)

**City of Clermont
MINUTES
SPECIAL MEETING
PLANNING AND ZONING COMMISSION
April 27, 2015**

Page 2

2. REQUEST FOR REZONING

REQUEST: To change zoning from UE Urban Estate to M-1 Industrial

APPLICANT: Staff (Senninger Irrigation)

Senior Planner Kruse presented the staff report as follows:

The proposed rezoning is from Urban Estate (currently zoned Lake County's Planned Industrial District) to the City's M-1 Industrial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Office to the City's Industrial designation.

Staff recommends approval of the rezoning to M-1 Industrial.

Commissioner Martin asked for clarification on Urban Estate zoning.

Senior Planner John Kruse explained that Urban Estate is the default zoning properties are assigned upon annexation.

Commissioner Proli made a motion to recommend approval of the rezoning; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

3. REQUEST FOR SMALL-SCALE COMP PLAN AMENDMENT

REQUEST: To change future land use from Lake County Regional Commercial to City of Clermont Commercial

APPLICANT: Staff (BP)

Senior Planner 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 property is improved and is receiving water and sewer services from the City of Clermont. The property, approximately 1.43 acres, has been developed as a gas station, BP/Circle K.

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.

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

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. 2015-37

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

LOCATION

A portion of Alternate Key 1795044 and approximately ½ of 1648165;
16220 State Road 50

LEGAL DESCRIPTION

Parcel B:

That part of lots 39, 40, 41, and 42, of Lake Highlands Company, a subdivision in Section 26, Township 22 south, Range 26 east, according to the record plat thereof, recorded in PB 3, PG 52, in the Public Records of Lake County, Florida, bounded and described as follows:

Commence at the southwest corner of lot 57, of said Lake Highlands Company, and run north 00°10'49" east, along the west line of lots 57, 56 and 41, of said Lake Highlands Company, a distance of 1,682.40 feet to the point of beginning of this description; from said point of beginning, continue north 00°10'49" east, along the west line of lots 41 and 40, of said Lake Highlands Company, a distance of 969.87 feet to the northwest corner of said lot 40; thence south 89°34'10" east, along the north line of said lot 40, a distance of 472.27 feet; thence south 00°25'50" west, 191.77 feet; thence south 89°28'34" east, 455.72 feet to the beginning of a curve concaved southwesterly and having a radius of 35.00 feet; thence easterly and southerly, along the arc of said curve, through a central angle of 89°48'41", an arc length of 54.86 feet, to the end of said curve; thence south 00°20'07" west, 742.66 feet; thence north 89°33'15" west, 959.93 feet to the point of beginning. Subject to all easements, rights-of-way and restrictions of record, if any.

Containing 19 acres, more or less

FROM UE Urban Estate
TO M-1 Industrial

This request will be considered by the Planning & Zoning Commission at a Special Planning and Zoning meeting on Monday, April 27, 2015 at 6:00 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 26, 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.

Daily Commercial

April 20, 2015 and May 12, 2015

Tracy Ackroyd, MMC
City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, May 26, 2015	
Agenda Item Name	
Ordinance No. 2015-59; <i>Final</i> Thomas	
Requested Action	
Move to deny Ordinance 2015-59.	
Staff Report	
The owner is requesting a rezoning change from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated that the request is to allow construction of a duplex on the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2), permits this type of housing structure. The parcel consists of four lots in the Clermont Hillcrest subdivision. The lots are located along Prince Edward Avenue halfway between East Desoto Street and East Minneola Avenue. The subject property is approximately 25,000 square feet in size. The owner desires to build one duplex on combined lots 40 and 41 and a second duplex on combined lots 42 and 43. The owner is aware that the lot lines would have to be reconfigured and that the buildings would need to meet code requirements in Section 122 for lot requirements and yard setbacks. Based on an initial layout and staff's discussion with the owner, it appears that both duplexes could fit without any variances. The subject parcel is surrounded by the R-1 Single Family zoning designation on all sides. The nearest R-2 Medium Density zoning is located at the end of the street and is a few parcels away. The future land use, Medium Density, would allow the R-2 Medium Density zoning district. However, the rezoning of the parcel to R-2 would create a parcel surrounded by a different zoning. While the R-2 zoning is compatible with the future land use in this area and the lots dimensions can support the construction of a duplex, allowing this use in the middle of an area of predominately single family homes is not a good planning practice. In addition, staff has received a signed letter of opposition from 31 area residents. If the parcel was adjacent to existing R-2 Medium Density zoning, then it could be viewed as an extension of this use. Based upon the above information, staff recommends denial of the rezoning change from R-1 Single Family to R-2 Medium Density. <i>At the Planning & Zoning Commission meeting May 5, 2015, Commissioner Judy Proli made a motion to recommend denial of the rezoning; seconded by Commissioner Cuqui Whitehead. The vote was unanimous to recommend denial with Commissioner Tony Hubbard abstaining.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Thomas REZ ORD 2015-59.doc	
2. Location Map	Thomas Location Map.pdf	
3. Opposition Letter	Neighbor Opposition Letter.pdf	
4. Site Plan	Site plan.pdf	
5. Application	Application.pdf	
6. P&Z minutes	P&Z minutes.pdf	
7. Legal ad	Thomas REZ legal ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-59

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

Clermont Hillcrest Lots 40-43, PB 8 PG 53, ORB 4547 PG 174
Alternate Key 1620520

Containing 24,971 square feet, more or less

From: R-1 Single Family Medium Density Residential
To: R-2 Medium Density Residential

SECTION 2:

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

SECTION 3:

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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2015-59



CITY OF CLERMONT
ORDINANCE No. 2015-59

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

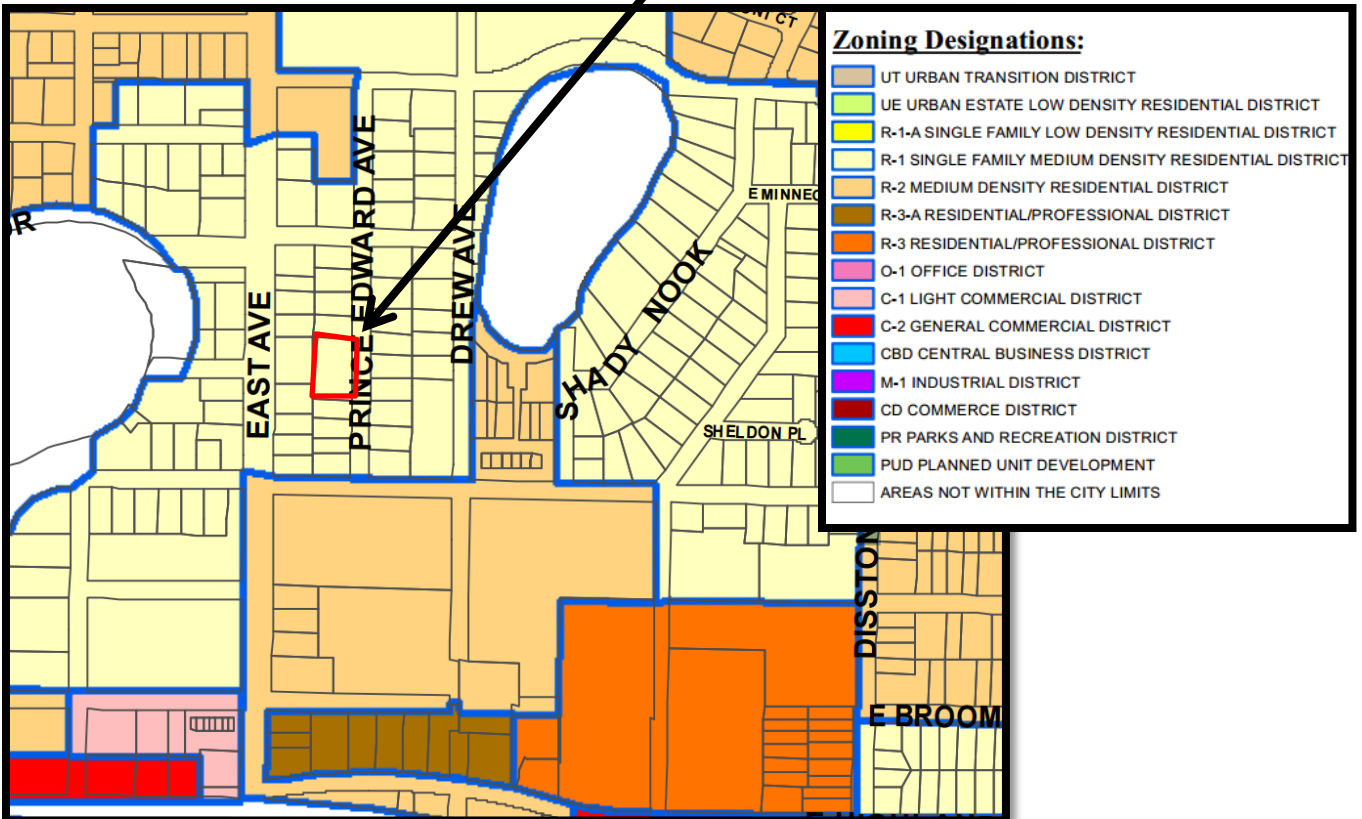
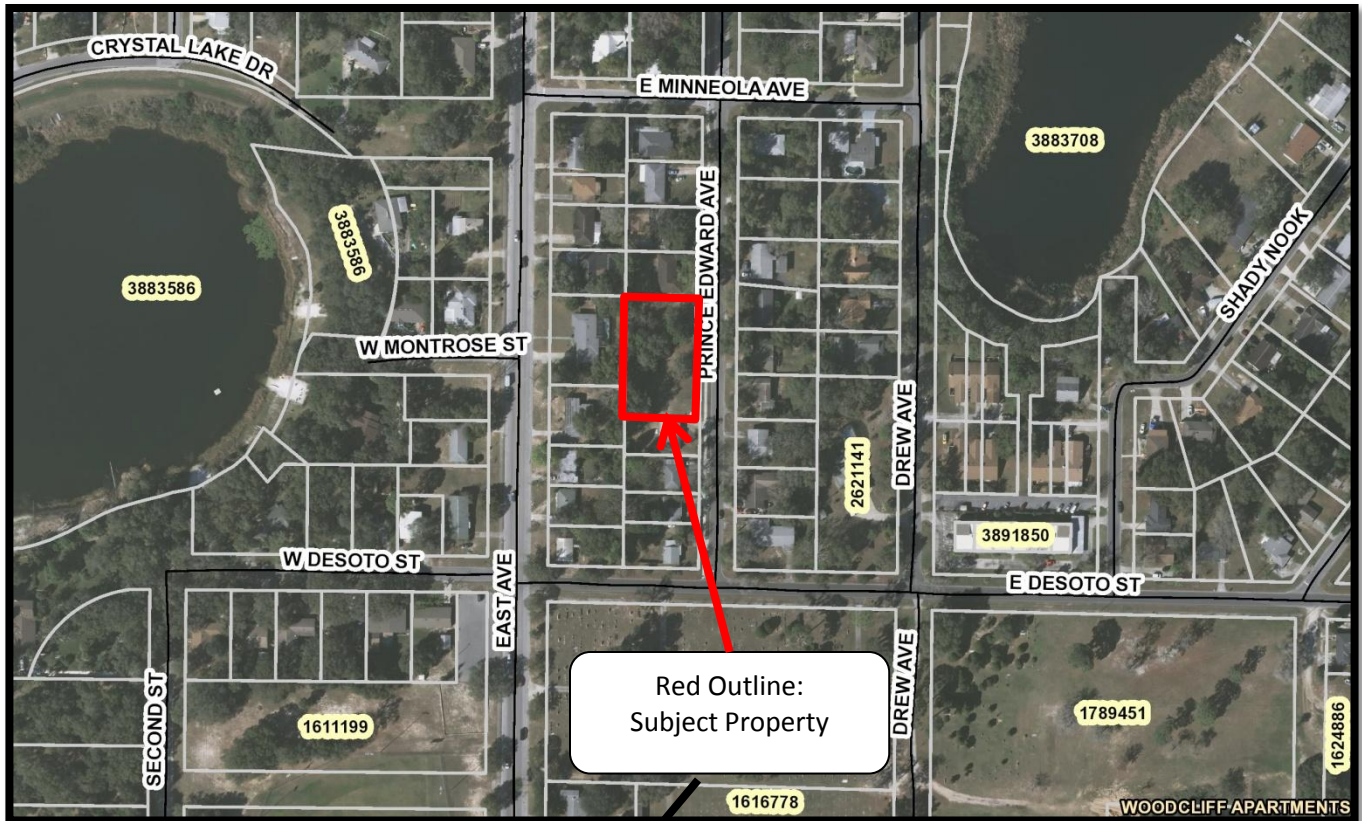
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map

Thomas Rezoning – Prince Edward Ave.



Members of the Clermont City Council,

As concerned residents of Hillcrest subdivision on the south block of Prince Edward Ave. (House numbers 624 to 764) We would like to state our opposition to the Thomas Rezoning on Prince Edward Ave. (Lots 40, 41, 42 and 43, according to the Corrected Map of Hillcrest, as recorded in Plat Book 8, page 53, in the Public Records of Lake County, Florida) from present zoning of R-1 to R-2 medium density residential. We oppose the two duplex house dwellings requested but welcome the addition of two single family homes.

Thank you for considering our concerns,



Scott White	Scott WHITE	749 PRINCE EDWARD AVE
Alan Vaughan	Alan Vaughan	729 Prince Edward Ave
Richard M. Lacy	Richard Lacy	709 Prince Edward Ave
Nancy Roviaro	NANCY ROVIARO	763 PRINCE EDWARD AVE
Barbara Christian	Barbara Christian	752 PRINCE EDWARD ST
Lawrence Christian	Lawrence Christian	752 PRINCE ST
Deborah White	Deborah White	749 Prince Edward Ave
Andrew Van Demark	Andrew Van Demark	661 Prince Edward Ave
GAIL LINDAUER	GAIL LINDAUER	634 PRINCE EDWARD AVE
Lloyd Lindauer	Lloyd LINDAUER	634 Prince Edward Ave
Fenton Lindauer	Fenton Lindauer	634 Prince Edward Ave
Austin White	Austin White	749 Prince Edward Ave
RICK SHOLENBARGER	RICK SHOLENBARGER	654 PRINCE EDWARD AVE
Amber Dreon	Amber Dreon	689 Prince Edward Ave
Matthew Knutelsky	Matthew Knutelsky	689 Prince Edward ave
Teresa Stefan	Teresa Stefan	764 Prince Edward Ave.
PHILIP STEFAN	PHILIP STEFAN	764 PRINCE EDWARD AVE
Brianna McAllister	Brianna McAllister	764 Prince Edward Ave
Claire Fryer	Claire Fryer	740 Prince Edward Ave.
PAUL DOWERS	PAUL DOWERS	

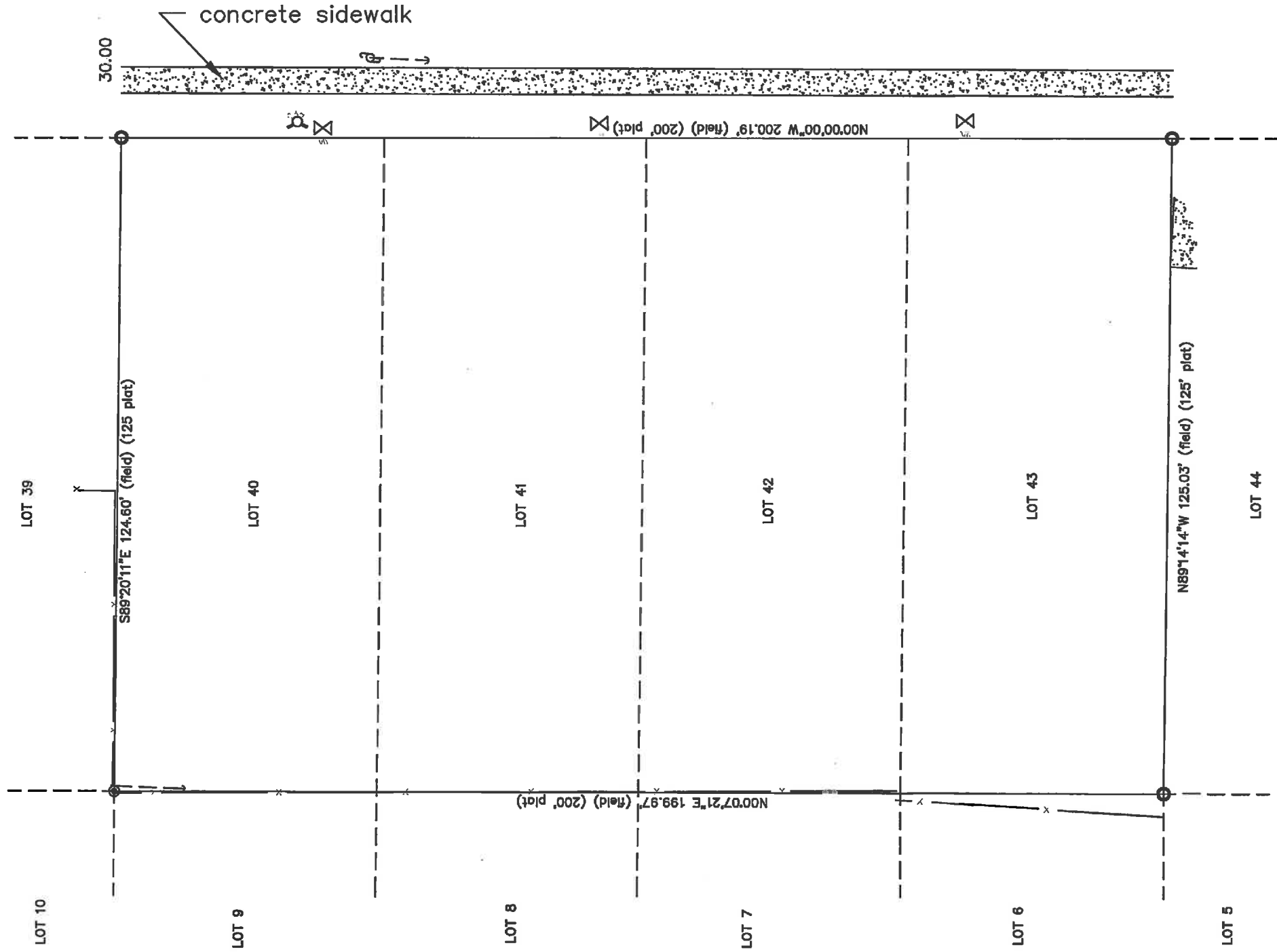
Members of the Clermont City Council,

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Thank you for considering our concerns,

tion
ding
By: 
dium
ut

644 Prince Edward Ave	JASON Souay	644 Prince Edward Ave 34711
Shelley Rust	Shelley Rust	644 Prince Edward Ave 34711
Wayne Harris	Wayne Harris	171 E. Minnesota Ave.
Christopher Antampietri	Christopher Antampietri	750 Prince Edward Ave.
Aracela Aviles	Aracela Aviles	750 Prince Edward Ave.
Casey White	Casey White	749 Prince Edward Ave.
Anna Shellenbarger	Anna Shellenbarger	654 ^{Prince} Edward Ave
Edgardo Negrón	Edgardo Negrón	645 Prince Edward Ave
Amarilis Negrón	Amarilis Negrón	645 Prince Edward Ave.
Philip Lindauer	Philip Lindauer	634 Prince Edward Ave.
Shelby White	Shelby White	749 Prince Edward Ave



DESCRIPTION:

LOTS 40, 41, 42 AND 43, CORRECTED MAP OF HILLCREST, AS RECORDED IN PLAT BOOK 8, PAGE 53, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROPERTY CONTAINING 24,971 SQUARE FEET MORE OR LESS

NOTES:

1. BEARINGS BASED ON THE PLAT BEARING OF N 00°00'00" E. ALONG THE EASTERLY RIGHT OF WAY LINE OF PRINCE EDWARD AVE.
2. ABOVEGROUND ENCROACHMENTS, IF ANY, AS SHOWN.
3. UNDERGROUND ENCROACHMENTS OR IMPROVEMENTS, IF ANY, NOT LOCATED.
4. THIS SURVEY IS SUBJECT TO ANY FACTS THAT MIGHT BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
5. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHT OF WAY, SETBACKS OR RESTRICTIONS.
6. ADDITIONS OR DELETIONS TO THE SURVEY SHOWN HEREON BY OTHERS THAN THE SIGNING PARTY IS PROHIBITED WITHOUT WRITTEN CONSENT OF SAID SIGNING PARTY.
7. FENCE LINE HEREON MEANDERS ALONG SHOWN PATH.
8. PROPERTY SHOWN HEREON LIES IN FLOOD ZONE "X".

- ⊗ = fire hydrant
- ⊙ = #4 rebar marked LB 6528
- ⊗ = double water meter
- x - = 6' WOOD FENCE
- = found iron pipe
- ⊗ = power pole

Blackburn Surveying, Inc.

L.B. # 6528
642 West Highway 50
P.O. Box 121022
Clermont, Florida 34712
(352) 394-4417
Fax (352) 394-7058

BOUNDARY SURVEY FOR:

BILL & VICKI THOMAS

SCALE: 1" = 20'

APPROVED BY: PMK

DATE: 2/25/2015

FB/PAGE: 359/

HILLCREST

LAKE COUNTY, FLORIDA

PAGE NO.1

DRAWING NO. HILLCREST40-43

PATRICK M. KELLEY, P.L.S. FLORIDA SURVEYOR'S CERTIFICATE NO. 4423

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE OF A FLORIDA LICENSED SURVEYOR & MAPPER.
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: _____

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: William S. & Vicki Thomas

CONTACT PERSON: Vicki Thomas

Address: 1040 12th St.

City: Clermont State: FL Zip: 34711

Phone: 352-267-7988 Fax: —

E-Mail: cbvicki+thomas@gmail.com

OWNER: William S. & Vicki Thomas

Address: 1040 12th St

City: Clermont State: FL Zip: 34711

Phone: 352-267-7988 Fax: —

Address of Subject Property: XXXX Prince Edward Ave Clermont

Legal Description (include copy of survey): Clermont Hillcrest

Lots 40, 41, 42, 43 PB 8 Pg 53

ORB 4547 Pg 174

Acreage: _____ Land Use: Residential
(City verification required)

Present Zoning: R-1 Proposed Zoning: R-2
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

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

Build duplex instead of a single
family residence

William S. Thomas, Vicki Thomas ^x William S. Thomas Vicki Thomas
Applicant Name (print) Applicant Name (signature)

William S. Thoma, Vicki Thomas ^x William S. Thomas Vicki Thomas
Owner Name (print) Owner Name (signature)

City of Clermont
Development Services Department
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 1

The meeting of the Planning & Zoning Commission was called to order Tuesday May 5, 2015 at 6:30 p.m. by Chairman Nick Jones. Other members present were Herb Smith, Judy Proli, Cuqui Whitehead, Tony Hubbard, and Jack Martin. Also in attendance were Barbara Hollerand, Development Services Director, John Kruse, Senior Planner, Dan Mantzaris, City Attorney, and Rae Chidlow, Planning Specialist.

MINUTES of the Planning and Zoning Commission meeting held April 7, 2015 were approved as written.

MINUTES of the Special Planning and Zoning Commission meeting held April 27, 2015 were approved as written.

REPORTS

Commissioner Whitehead stated that on Saturday, May 16, 2015 between 10:00 a.m. and 2:00 p.m. the Clermont Fire Department will hold a Champion Safety Day at Waterfront Park. She stated that there will be activities and food trucks.

Chairman Jones stated that the Clermont/Minneola Lions Club has a golf tournament on May 16, 2015 for their charities.

Senior Planner Kruse stated that Items 1 and 2 on the agenda, John's Lake Landing large-scale comprehensive plan and the conditional use permit, have been withdrawn.

3. REQUEST FOR REZONING

REQUEST: To change zoning from R-1 Single Family Medium Residential Density to R-2 Medium Residential

APPLICANT: Vicki Thomas

Senior Planner Kruse presented the staff report as follows:

The owner is requesting a rezoning from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated on the application that the zoning change request is to allow the opportunity to construct a duplex on the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2) permits this type of housing structure. The parcel consists of 4 lots in the Clermont Hillcrest Subdivision. The lots are located along Prince Edward Avenue half way between East Desoto Street and East Minneola Avenue. The subject property is approximately 25,000 square feet in size. The owner desires to build one duplex on combined lots 40 and 41 and a second duplex on combined lots 42 and 43. The owner is aware that the lot lines would have to be reconfigured in order to do this along with meeting the requirements in Section 122 of the LDC for lot requirements and yard setbacks. Based upon an initial layout and discussions with the owner, it appears that it may be done.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 2

The subject parcel is surrounded by the R-1 Single Family zoning designation on all sides. The nearest R-2 Medium Density zoning is located at the end of the street and is a few parcels away. The future land use, Medium Density, would allow the R-2 Medium Density zoning district. However, the rezoning of the parcel to R-2 would create an enclave or a parcel with different zoning surrounding it completely. While the R-2 zoning is compatible with the future land use in this area and the lots dimensions can support the construction of a duplex, the idea of allowing this use in the middle of an area consisting of predominately single family homes is not a particularly good planning practice. In addition, staff has received a signed letter of opposition from 31 people in the area. If the parcel was adjacent to existing R-2 Medium Density zoning, then it could be viewed as an extension of this use.

Based upon analysis, staff recommends denial of the rezoning change from R-1 Single Family to R-2 Medium Density.

Vicki Thomas, 1040 Twelfth Street, stated that she purchased the lot in October of 2014. She stated that she knows they can build two separate single-family homes. She stated that she is aware that this would be considered spot zoning. She stated that they take good care of all of their properties and would appreciate the Commission's consideration of this zoning.

Linda Brett-Kell, 3235 Callerton Road, stated that she owns the property next to these lots. She stated that zoning a lot in the middle of the block as R-2 Medium Density Residential will negatively impact the value of their property.

Rick Shollenbarger, 654 Prince Edward Avenue, stated that he has lived there for 20 years. He stated that they have received 33 signatures from neighbors who oppose this rezoning. He stated that he would gladly welcome single-family homes.

Ralph Vandemark, 661 Prince Edward Avenue, stated that he enjoys the neighborhood and has lived there since 1996. He stated that he encourages the Commission to not rezone the property to R-2 Medium Density Residential.

Commissioner Hubbard stated that Ms. Thomas works for him and asked if he should abstain from voting.

City Attorney Mantzaris stated that yes he should abstain from voting.

Commissioner Proli stated that she agrees that spot zoning can possibly decrease the value of the surrounding properties.

Commissioner Whitehead stated that she does not feel they should make exceptions for this property.

Chairman Jones stated that there is not a hardship with this request.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 3

Commissioner Proli made a motion to recommend denial of the rezoning; seconded by Commissioner Whitehead. The vote was unanimous to recommend denial with Commissioner Hubbard abstaining.

4. REQUEST FOR REZONING

REQUEST: To change from R-1 Single Family Residential Density to R-2 Medium Residential Density

APPLICANT: Daryl Piora

Senior Planner John Kruse presented the staff report as follows:

The owner is requesting a rezoning from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated on the application that the zoning change request is to allow the opportunity to construct a duplex on a portion of the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2) permits this type of housing structure. The parcel is a corner lot located at the southwest corner of Chestnut Street and West Avenue. The subject property is approximately 21,000 square feet in size and has an existing home on part of the lot. The owner desires to keep the existing home and split off a portion of the lot and build the duplex. The owner is aware that the lot lines would have to be reconfigured in order to do this along with meeting the requirements in Section 122 of the Land Development Code for lot requirements and yard setbacks. Based upon an initial layout and discussions with the owner, it appears that it may be done.

The subject parcel is surrounded by the following zoning designations: C-2 General Commercial to the north, R-1 Single Family to the west and south, and R-2 Medium Density to the east. Since the parcel is adjoined by the existing R-2 Medium Density zoning, the expansion of this designation could be viewed as a logical growth pattern and would not create an enclave. Existing R-2 Medium Density abuts C-2 General Commercial zoning in the area along 10th Street and SR 50. The existing uses, zoning, and the proposed use appear to be compatible.

Based upon the analysis, staff recommends approval of the rezoning from R-1 Single Family to R-2 Medium Density.

Daryl Piora, 921 Lakeshore Dr., stated that he is requesting to put a duplex on a split lot.

Commissioner Whitehead asked if the property is adjacent to R-2 Medium Density Residential zoning.

Mr. Kruse stated that the property across the street is R-2 Medium Density Residential.

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. 2015-59

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

LOCATION

Vacant Lot – Prince Edward Ave.

Alternate Key 1620520

LEGAL DESCRIPTION

Clermont Hillcrest Lots 40-43, PB 8 PG 53, ORB 4547 PG 174

Containing 24,971 square feet, more or less

FROM R-1 Single Family Medium Density

TO R-2 Medium Density

This request will be considered by the Planning & Zoning Commission on Tuesday, May 5, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 26, 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

April 28, 2015 and May 12, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Ordinance No. 2015-65; <i>Final</i> Piora		
Requested Action		
Move to approve Ordinance 2015-65.		
Staff Report		
The owner is requesting a rezoning from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated that the request is to allow construction of a duplex on a portion of the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2), permits this type of housing structure. The parcel is a corner lot located at the southwest corner of Chestnut Street and West Avenue. The subject property is approximately 21,000 square feet in size and has an existing home on part of the lot. The owner desires to keep the existing home and to split off a portion of the lot and build the duplex. The owner is aware that the lot lines would have to be reconfigured and that the building will need to meet the requirements in code Section 122 for lot requirements and yard setbacks. Based on an initial layout and staff's discussion with the owner, it appears that the duplex could fit without a variance. The subject parcel is surrounded by the following zoning designations: C-2 General Commercial to the north, R-1 Single Family to the west and south, and R-2 Medium Density to the east. Since the parcel is adjoined by R-2 Medium Density zoning, the expansion of this designation could be viewed as a logical growth pattern and would not create an enclave. Existing R-2 Medium Density abuts C-2 General Commercial zoning along 10th Street and SR 50. The existing uses, zoning, and the proposed use appear to be compatible. Based upon the above information, staff recommends approval of the rezoning change from R-1 Single Family to R-2 Medium Density. <i>At the Planning & Zoning Commission meeting May 5, 2015, Commissioner Cuqui Whitehead made a motion to recommend approval of the rezoning; seconded by Commissioner Jack Martin. The vote was 4-2 to recommend approval, with Commissioners Judy Proli and Tony Hubbard opposing.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	Ordinance	Piora REZ ORD 2015-65.doc
2.	Location Map	Piora Location Map.pdf
3.	Conceptual Site Plan	Conceptual site layout.pdf
4.	P&Z minutes	P&Z minutes.pdf
5.	Application	Application.pdf
6.	Legal ad	Piora REZ legal ad.docx

CITY OF CLERMONT
ORDINANCE No. 2015-65

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

Clermont Indian Hills, Block Lots 1, 2, east ½ of Lot 6, Block 101, being in 25-22-25 PB 8 PG 17 ORB 4440 PG 346.

Alternate Key 1621577

From: R-1 Single Family Medium Density Residential
To: R-2 Medium Density Residential

SECTION 2:

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

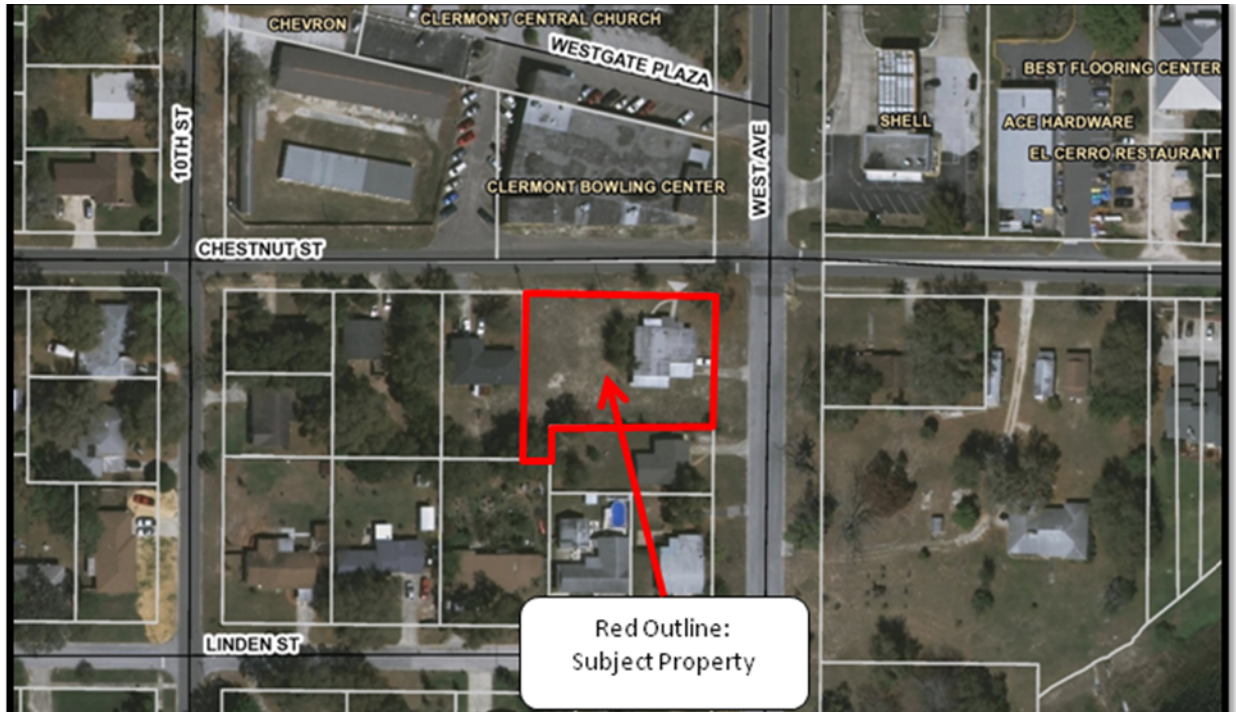
SECTION 3:

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

SECTION 4:

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

CITY OF CLERMONT
ORDINANCE No. 2015-65



CITY OF CLERMONT
ORDINANCE No. 2015-65

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

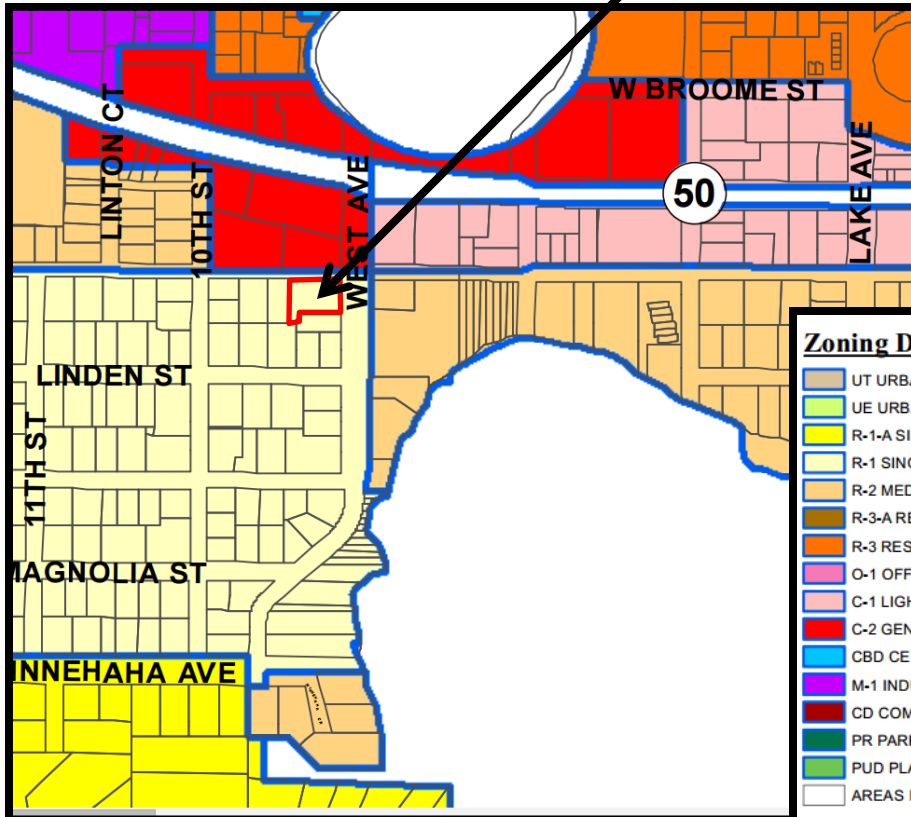
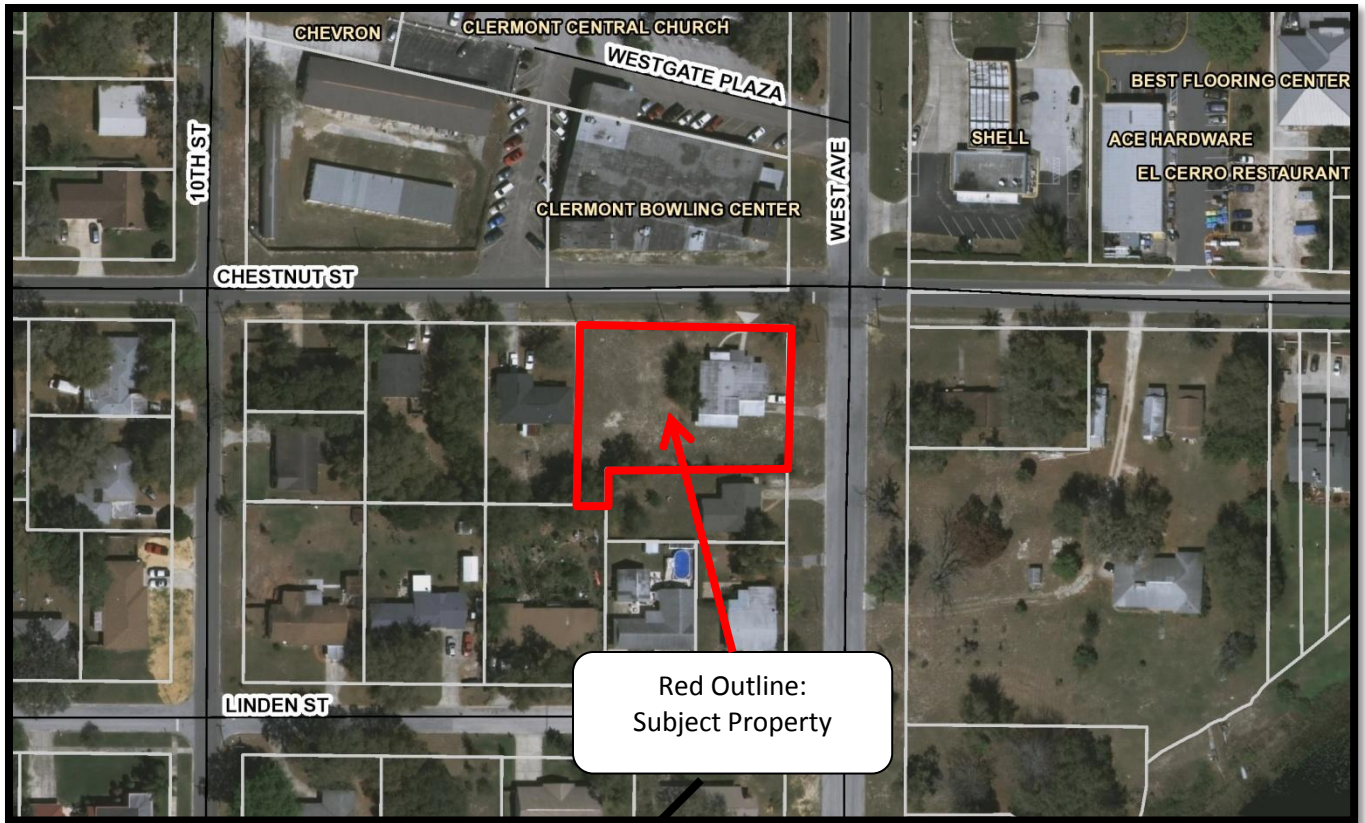
Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

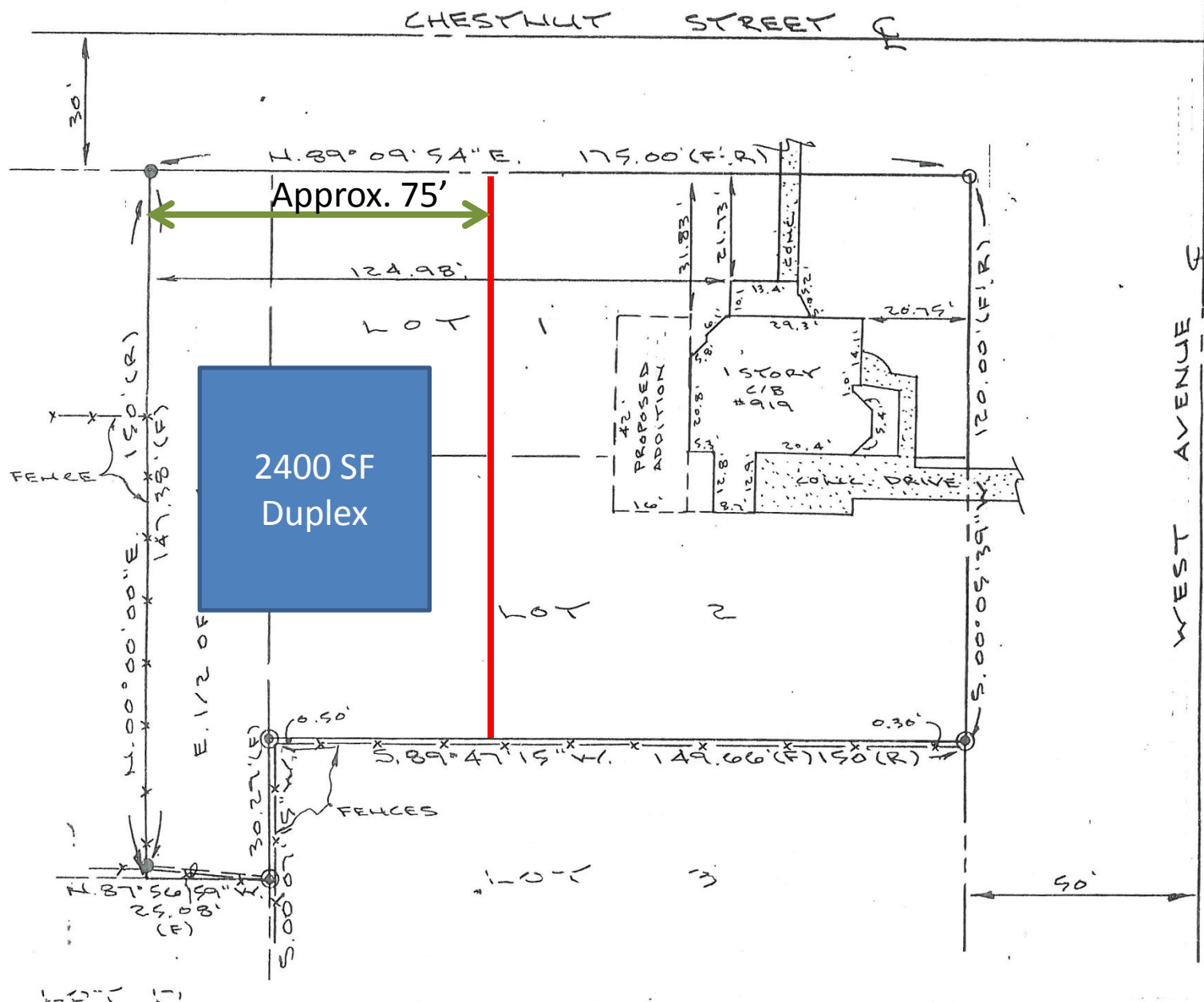
Location Map

Piora Rezoning – Chestnut & West Ave.



Zoning Designations:

- UT URBAN TRANSITION DISTRICT
- UE URBAN ESTATE LOW DENSITY RESIDENTIAL DISTRICT
- R-1-A SINGLE FAMILY LOW DENSITY RESIDENTIAL DISTRICT
- R-1 SINGLE FAMILY MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-2 MEDIUM DENSITY RESIDENTIAL DISTRICT
- R-3-A RESIDENTIAL/PROFESSIONAL DISTRICT
- R-3 RESIDENTIAL/PROFESSIONAL DISTRICT
- O-1 OFFICE DISTRICT
- C-1 LIGHT COMMERCIAL DISTRICT
- C-2 GENERAL COMMERCIAL DISTRICT
- CBD CENTRAL BUSINESS DISTRICT
- M-1 INDUSTRIAL DISTRICT
- CD COMMERCE DISTRICT
- PR PARKS AND RECREATION DISTRICT
- PUD PLANNED UNIT DEVELOPMENT
- AREAS NOT WITHIN THE CITY LIMITS



**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 3

Commissioner Proli made a motion to recommend denial of the rezoning; seconded by Commissioner Whitehead. The vote was unanimous to recommend denial with Commissioner Hubbard abstaining.

4. REQUEST FOR REZONING

REQUEST: To change from R-1 Single Family Residential Density to R-2 Medium Residential Density

APPLICANT: Daryl Piora

Senior Planner John Kruse presented the staff report as follows:

The owner is requesting a rezoning from R-1 Single Family Medium Density Residential District to R-2 Medium Density Residential District. The owner has indicated on the application that the zoning change request is to allow the opportunity to construct a duplex on a portion of the lot. The current R-1 zoning district does not allow this type of use. The R-2 zoning district, under Section 122-143(2) permits this type of housing structure. The parcel is a corner lot located at the southwest corner of Chestnut Street and West Avenue. The subject property is approximately 21,000 square feet in size and has an existing home on part of the lot. The owner desires to keep the existing home and split off a portion of the lot and build the duplex. The owner is aware that the lot lines would have to be reconfigured in order to do this along with meeting the requirements in Section 122 of the Land Development Code for lot requirements and yard setbacks. Based upon an initial layout and discussions with the owner, it appears that it may be done.

The subject parcel is surrounded by the following zoning designations: C-2 General Commercial to the north, R-1 Single Family to the west and south, and R-2 Medium Density to the east. Since the parcel is adjoined by the existing R-2 Medium Density zoning, the expansion of this designation could be viewed as a logical growth pattern and would not create an enclave. Existing R-2 Medium Density abuts C-2 General Commercial zoning in the area along 10th Street and SR 50. The existing uses, zoning, and the proposed use appear to be compatible.

Based upon the analysis, staff recommends approval of the rezoning from R-1 Single Family to R-2 Medium Density.

Daryl Piora, 921 Lakeshore Dr., stated that he is requesting to put a duplex on a split lot.

Commissioner Whitehead asked if the property is adjacent to R-2 Medium Density Residential zoning.

Mr. Kruse stated that the property across the street is R-2 Medium Density Residential.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 4

Commissioner Whitehead made a motion to recommend approval of the rezoning; seconded by Commissioner Martin. The vote was 4-2 to recommend approval, with Commissioners Proli and Hubbard opposing.

5. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change the future land use to Commercial.

APPLICANT: Staff

Senior Planner 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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City of Clermont. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related request for a conditional use permit will create a City Planned Unit Development with limited C-1 & C-2 uses.

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 July.

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.

Commissioner Whitehead made a motion to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Martin. The vote was unanimous to recommend approval.

6. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a conditional use permit for a mixed-use Planned Unit Development with limited C-1 Light Commercial and C-2 General Commercial uses.

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:



**CITY OF CLERMONT
REZONING
APPLICATION**

DATE: 3/23/2015

FEE: \$350.⁰⁰

PROJECT NAME (if applicable): DARYL PIORA

APPLICANT: DARYL PIORA

CONTACT PERSON: DARYL PIORA

Address: 919 Chestnut St

City: CLERMONT State: FL Zip: 34711

Phone: (407) 451-4122 Fax: _____

E-Mail: DARYLPIORA@YAHOO.COM

OWNER: DARYL PIORA

Address: 919 Chestnut St

City: CLERMONT State: FL Zip: 34711

Phone: (407) 451-4122 Fax: _____

Address of Subject Property: 919 Chestnut St. CLERMONT, FL.

Legal Description (include copy of survey): _____

CLERMONT INDIAN HILLS BLOCK 10+5
172, E 1/2 OF Lot 6 BLK 101
AK 11021577

Acres: 21,000 SQ Feet Land Use: MEDIUM DEN RES.
(City verification required)

Present Zoning: R-1 Proposed Zoning: R-2
(City verification required)



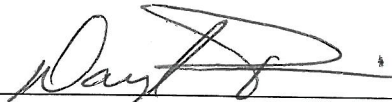
**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

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

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

I would like to construct a duplex on the
lot.

Daryl Piona
Applicant Name (print)

x 
Applicant Name (signature)

Daryl Piona
Owner Name (print)

x 
Owner Name (signature)

City of Clermont Development Services Department 685 W. Montrose St. P.O. Box 120219 Clermont, FL. 34712-021 9 (352) 394-4083 Fax: (352) 394-3542

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. 2015-65

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

919 Chestnut Street
Alternate Key 1621577

LEGAL DESCRIPTION

Clermont Indian Hills, Block Lots 1, 2, east ½ of Lot 6, Block 101, being in 25-22-25 PB 8 PG 17 ORB 4440 PG 346.

FROM R-1 Single Family Medium Density
TO R-2 Medium Density

This request will be considered by the Planning & Zoning Commission on Tuesday, May 5, 2015 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, May 26, 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
April 28, 2015 and May 12, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Ordinance No. 2015-60; <i>Withdrawn</i> Magnolia Center		
Requested Action		
Staff Report		
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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices. 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. Upon annexation, the property will be assigned the default zoning of Urban Estate. The CUP for a PUD will incorporate entitlements from the current Lake County PUD and will allow limited C-1 and C-2 uses. Staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Annual revenue increase to the City is projected to be \$23,486.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Ordinance	Magnolia Center ANN ORD 2015-60.doc	
2. Maps	Magnolia Center Maps.pdf	
3. Utility Agreement	2002-31 Utility Agreement.pdf	
4. Legal ad	ANN legal ad Magnolia Center.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-60

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, dated April 19, 2005; 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

A parcel of land lying in Section 25, Township 22 South, Range 26, Lake County, Florida, more particularly described as follows:

Beginning 448.6 feet west of southeast corner of northwest ¼, run north 01°00'01" east 1260.31 feet to south right-of-way of SR 50, westerly along said right-of-way to west line of southeast ¼ of northwest ¼ south to southwest corner of southeast ¼ of northwest ¼, easterly along south line of northwest ¼ to point of beginning – less west 100 feet, ORB 2149 PG 0423

Containing 22.78 acres, more or less

Magnolia Center; southeast corner of Highway 50 and Magnolia Pointe Blvd.

CITY OF CLERMONT
ORDINANCE No. 2015-60

SECTION 2.

That the aforescribed property shall be and hereby is made part and parcel of the City of Clermont, Florida, and that said property shall be subject to all of the laws, ordinances, and provisions pertaining to the City of Clermont.

SECTION 3.

All property aforescribed shall henceforth be subject to ad valorem taxation by the City of Clermont, and any other general or special taxes or assessments.

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the public records of Lake County, Florida.

SECTION 6.

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

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-60

2

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of May, 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 Magnolia Center

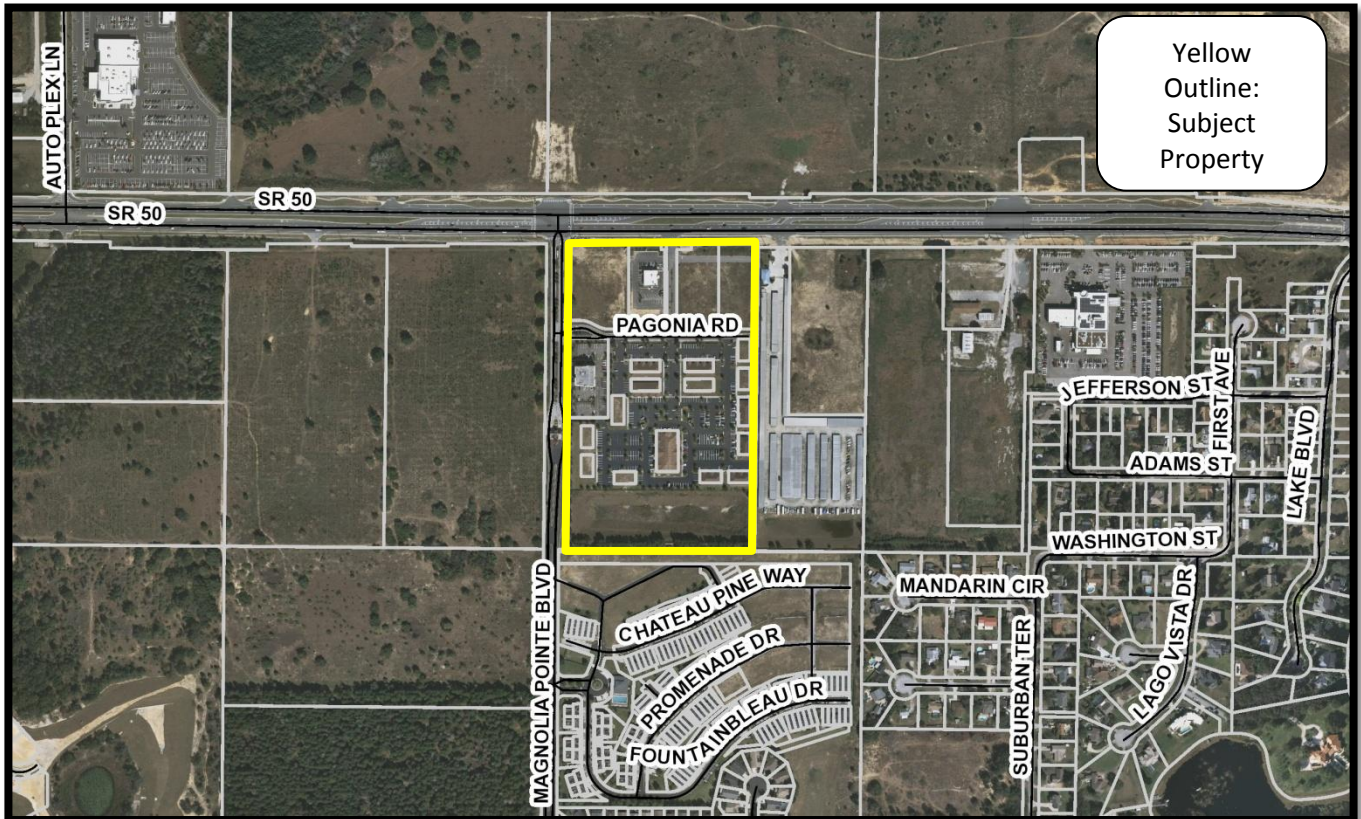
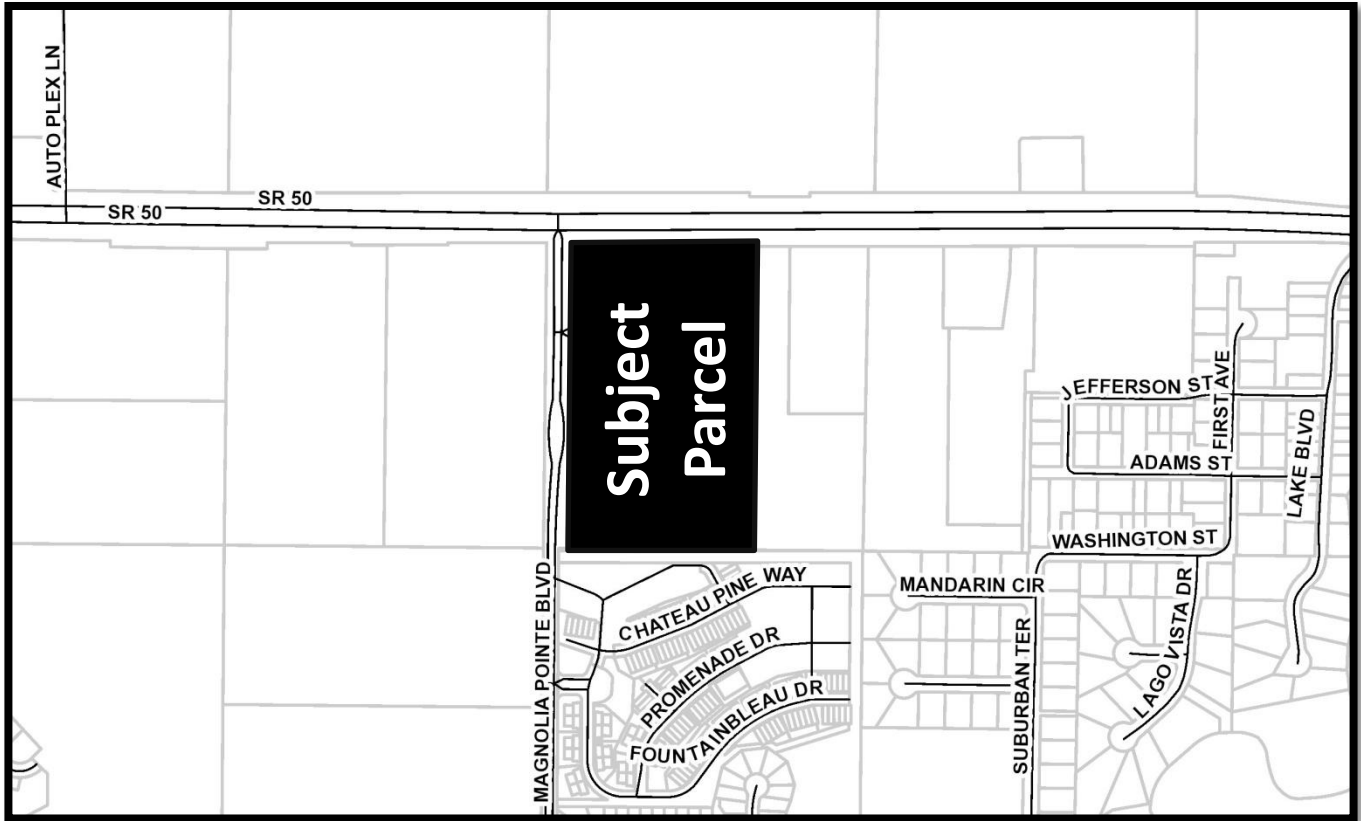


Exhibit – Future Land Use Magnolia Center

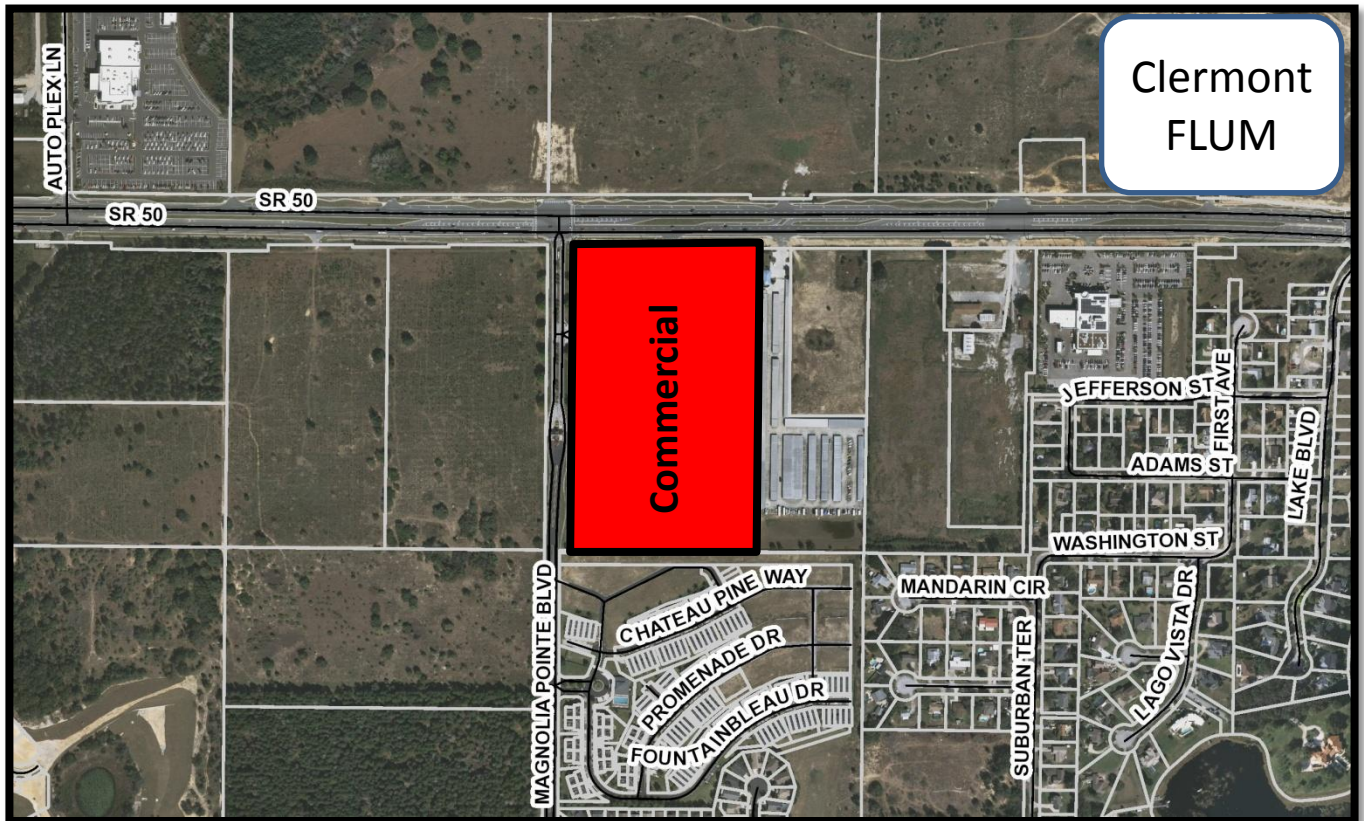
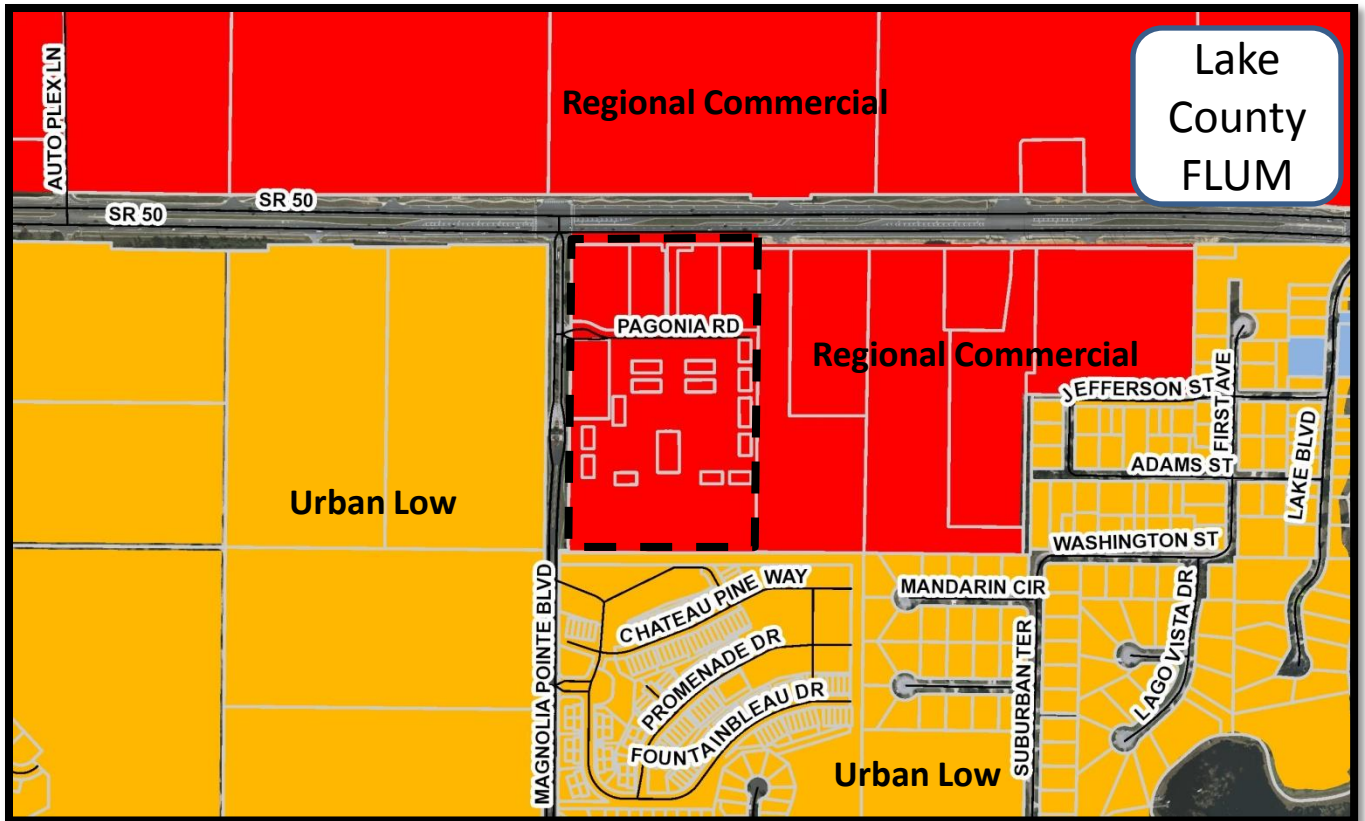


Exhibit – Zoning Magnolia Center



22000001 B
City of Clermont
TRAC 1 Ackd
P.O. Box 1200
Clermont, FL 34712-0200

WATER & WASTEWATER SERVICE AGREEMENT

RECEIVED
APR 19 2005

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Yolo Land Development, LLC, a Corporation (individual, corporation, partnership) and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Yolo Magnolia Center, 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 to meet 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.

CFN 2005062941
BR 02821 Pgs 0284 - 2891 (6pgs)
DATE: 04/27/2005 11:16:45 AM
JAMES C. MATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES \$2.00

- 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 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 4. 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 5. 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

OWNER

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

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.

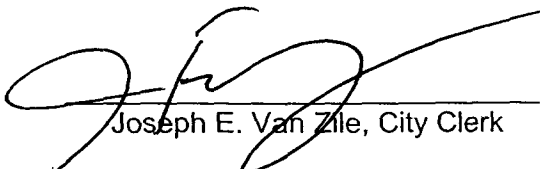
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Daniel Hessberg of V.O.L.O Land Development, LLC.

DATED this 22 day of October, 2002.

CITY OF CLERMONT

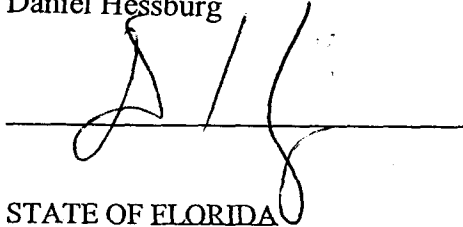
ATTEST:


Harold S. Turville Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER

Y.O.L.O Land Development, LLC
Daniel Hessburg



STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Daniel S. Hessburg as MANAGING MEMBER of Yolo Land Development, LLC who provided identification in the form of MEMBER 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 19th day of April, 2005.



Eileen S. Vieira
Commission #DD236080
Expires: Jul 29, 2007
Bonded Thru
Atlantic Bonding Co., Inc


Notary Public

Exhibit A

State Road 50

132.00

75.00

30.00

Magnolia Pointe
Boulevard

500'
INGRESS/
EGRESS
ESMT.

South Right-of Way

N89°58'59"W

778.25'

MAIN INGRE
DRIVE

247.00
272.00
PARCEL 1
1.54 ACRES

155.00
PARCEL 2
0.97 ACRES

195.00
PARCEL 3
1.22 ACRES

PARCEL 4
9.674 ACRES

694.74'

MAIN INGRE
DRIVE

12,000 SF
RETAIL

FUTURE EXPANSION
FOR FOOD STORE

50,000 SF
FOOD STORE

15,000 SF
RETAIL

24,000 SF
RETAIL

1260.47'

S00°48'41"W
1253.56'

The quality of this image
is equivalent to the quality
of the original document.

PARCEL 5
MAGNOLIA CENTER

N00°47'07"E

MINI-STORAGE (UNDER CONSTRUCTION)

MASTER STORMWATER
AREA
3.3 ACRES

S89°28'27"E

778.76'

Office of Ed Havill

Lake County Property Appraiser

April 27, 2005

Property Record Card

View Map of Property

General Information:			
Alternate Key:	1037450	Parcel:	25-22-26-000200001500
Name:	YOLO LAND DEVELOPMENT LLC	Millage Group:	0003
Address:	548 US HIGHWAY 27 STE C MINNEOLA, FL 34715-	Loc Notes:	17400 STATE ROAD 50 CLERMONT FL 34711
Legal Description:	BEG 448.6 FT W OF SE COR OF NW 1/4, RUN N 01DEG 00MIN 01SEC E 1260.31 FT TO S R/W OF SR 50, W'LY ALONG SAID R/W TO W LINE OF SE 1/4 OF NW 1/4, S TO SW COR OF SE 1/4 OF NW 1/4, E'LY ALONG S LINE OF NW 1/4 TO POB--LESS W 100 FT-- ORB 2149 PG 0423		

Land Data:								
Line	Use Code	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	1000	.0	.0		22.11	AC	0	1381875

Building Characteristics:					
Bldg No.	Section Type	Section No.	Ext Wall Type	No. of Stories	Floor Area

Residential:									
Fireplaces	Baths (2 Fix)	Baths (3 Fix)	Baths (4 Fix)	Baths (Ex Fix)	Bed	A/C	Built In Kitchen	Sq. Ft.	Year Built

Miscellaneous Improvements:					
No.	Type	No. Units	Type	Year	Depr Value

Sales History :						
O.R. Book	O.R. Page	Sale Date	Instrument	Q/U	Vac Impr	Sale Price
2149	0423	7/22/2002	WD	Q	V	\$1,600,000.00

Value:	
Total Just Value:	\$1,381,875.00
Total Exempt Value:	\$0.00
Total Taxable Value:	\$1,381,875.00 *May Reflect Save-Our-Homes Limitations

Draw Building

The quality of this image
is equivalent to the quality
of the original document.

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 May 26, 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. 2015-60

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:

***Magnolia Center, 22.78 +/- acres
Property located at the southeast corner of Highway 50
and Magnolia Pointe Blvd.***

LEGAL DESCRIPTION

A parcel of land lying in Section 25, Township 22 South, Range 26, Lake County, Florida, more particularly described as follows:

Beginning 448.6 feet west of southeast corner of northwest $\frac{1}{4}$, run north $01^{\circ}00'01''$ east 1260.31 feet to south right-of-way of SR 50, westerly along said right-of-way to west line of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ south to southwest corner of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$, easterly along south line of northwest $\frac{1}{4}$ to point of beginning – less west 100 feet, ORB 2149 PG 0423

Containing 22.78 acres, more or less

See Map Below

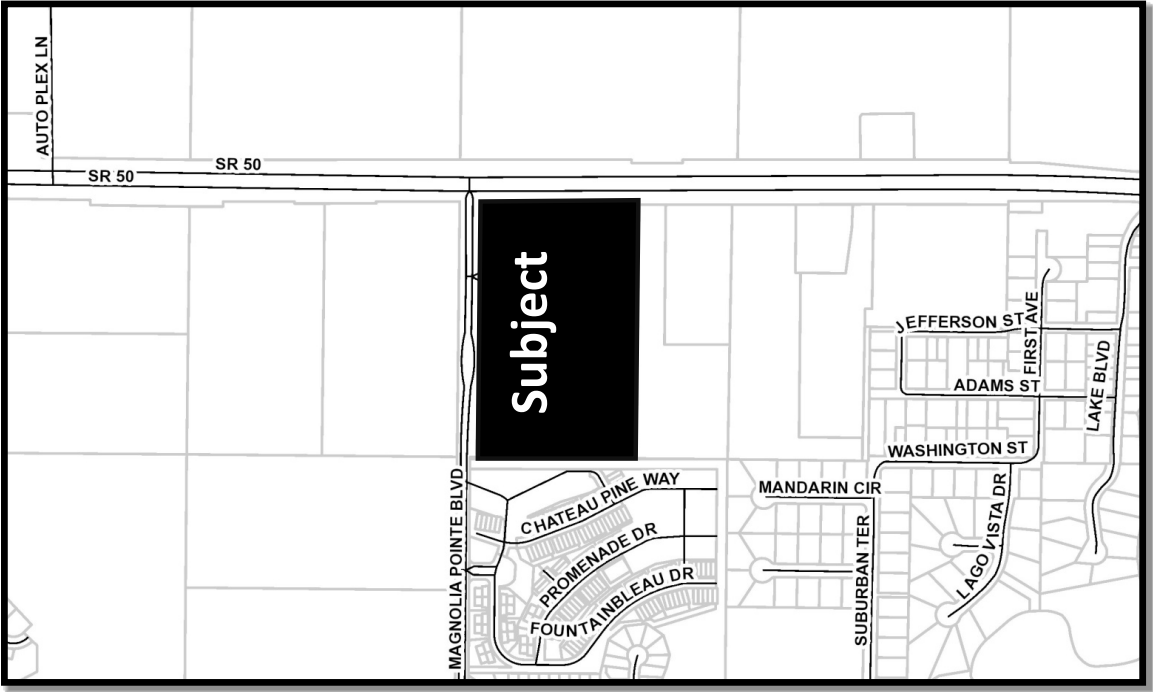
This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose Street, Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.

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
May 5 and May 12, 2015

Location Map:





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, May 26, 2015	
Agenda Item Name	
Ordinance No. 2015-61; <i>Withdrawn</i> Magnolia Center	
Requested Action	
Staff Report	
This administrative request was on the May 12, 2015 Council agenda but was tabled at staff's request to allow it to be considered with the final hearing of the related annexation request. This request is being heard concurrently with requests for annexation 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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial designation. A related request for a conditional use permit will create a City PUD with limited C-1 and C-2 uses. 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 July. 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. <i>At the Planning & Zoning Commission meeting May 5, 2015, Commissioner Cuqui Whitehead made a motion to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Jack Martin. The vote was unanimous to recommend approval.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact		Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)			
1.	Ordinance	Magnolia Center CPA Ord. 2015-61.doc	
2.	Maps	Magnolia Center Maps.pdf	
3.	Utility Agreement	2002-31 Utility Agreement.pdf	
4.	P&Z Minutes	P&Z minutes.pdf	
5.	Legal ad	Magnolia Center CPA Ad.docx	

CITY OF CLERMONT
ORDINANCE No. 2015-61

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

WHEREAS, the Comprehensive Plan of the City of Clermont was adopted by the City of Clermont on June 23, 2009, in accordance with the Local Government Planning and Land Development Regulations Act of 1985, Chapter 163, Part II, Florida Statutes; and

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

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Clermont have held public hearings on the proposed amendment to the plan in light of written comments, proposals and objections from the general public;

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

Section 1.

After public hearings held by the City of Clermont Local Planning Agency and the Clermont City Council, the Future Land Use Map of the Comprehensive Plan of the City of Clermont is hereby amended by changing the following described property as shown:

LEGAL DESCRIPTION

A parcel of land lying in Section 25, Township 22 South, Range 26, Lake County, Florida, more particularly described as follows:

Beginning 448.6 feet west of southeast corner of northwest $\frac{1}{4}$, run north 01°00'01" east 1260.31 feet to south right-of-way of SR 50, westerly along said right-of-way to west line of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$ south to southwest corner of southeast $\frac{1}{4}$ of northwest $\frac{1}{4}$, easterly along south line of northwest $\frac{1}{4}$ to point of beginning – less west 100 feet, ORB 2149 PG 0423

CITY OF CLERMONT
ORDINANCE No. 2015-61

Containing 22.78 acres, more or less

Magnolia Center; southeast corner of Highway 50 and Magnolia Pointe Blvd.

**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.

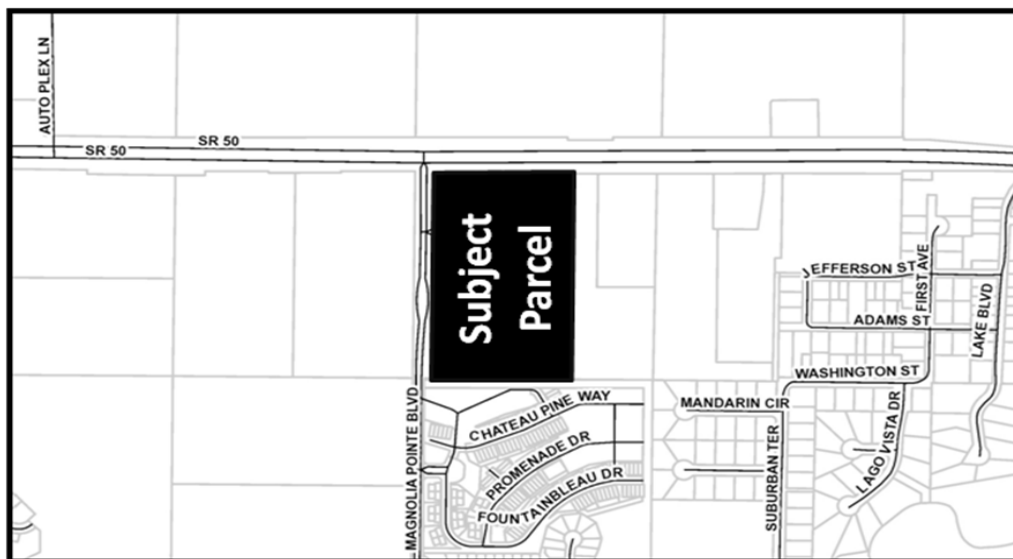
Section 3.

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.

Location map:



CITY OF CLERMONT
ORDINANCE No. 2015-61

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 28th day of July, 2015.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map Magnolia Center

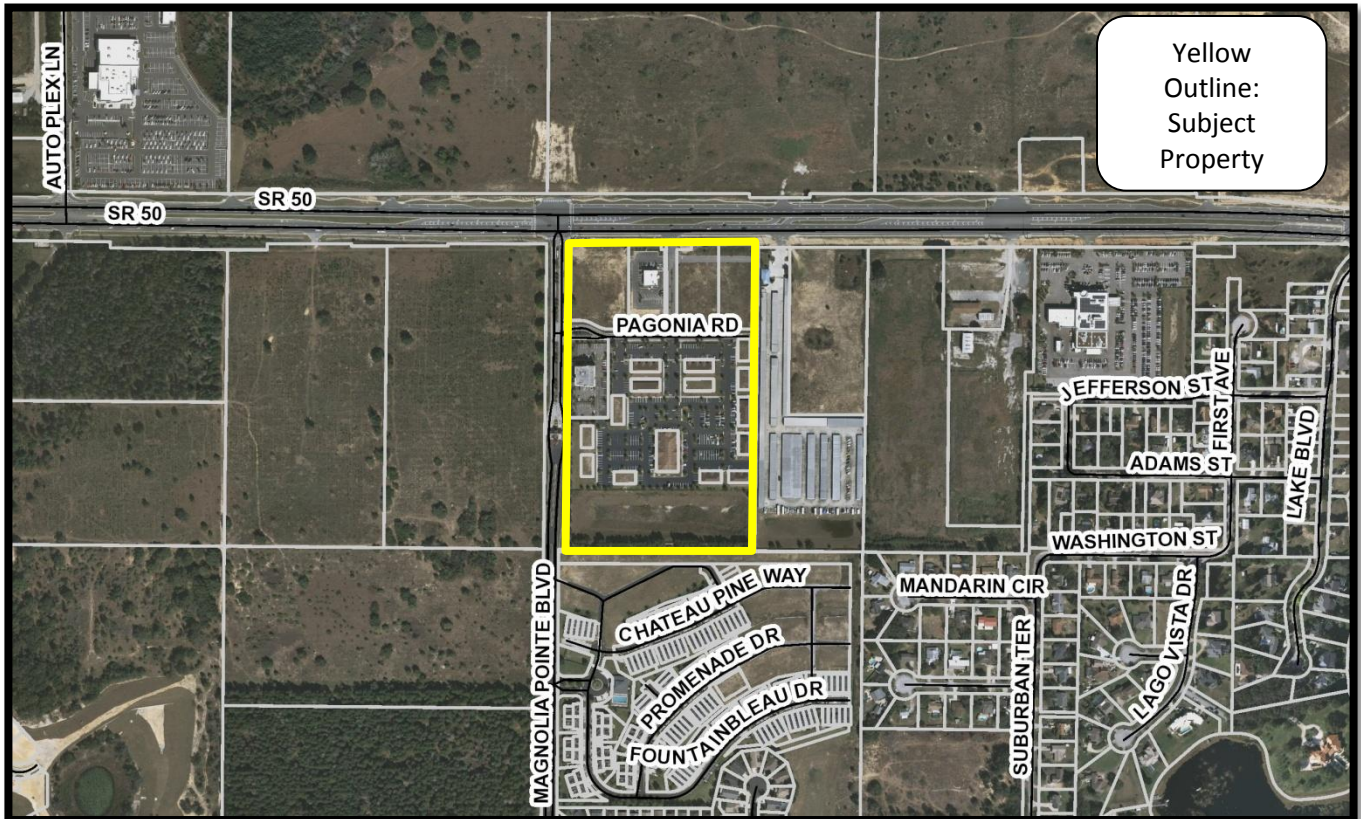
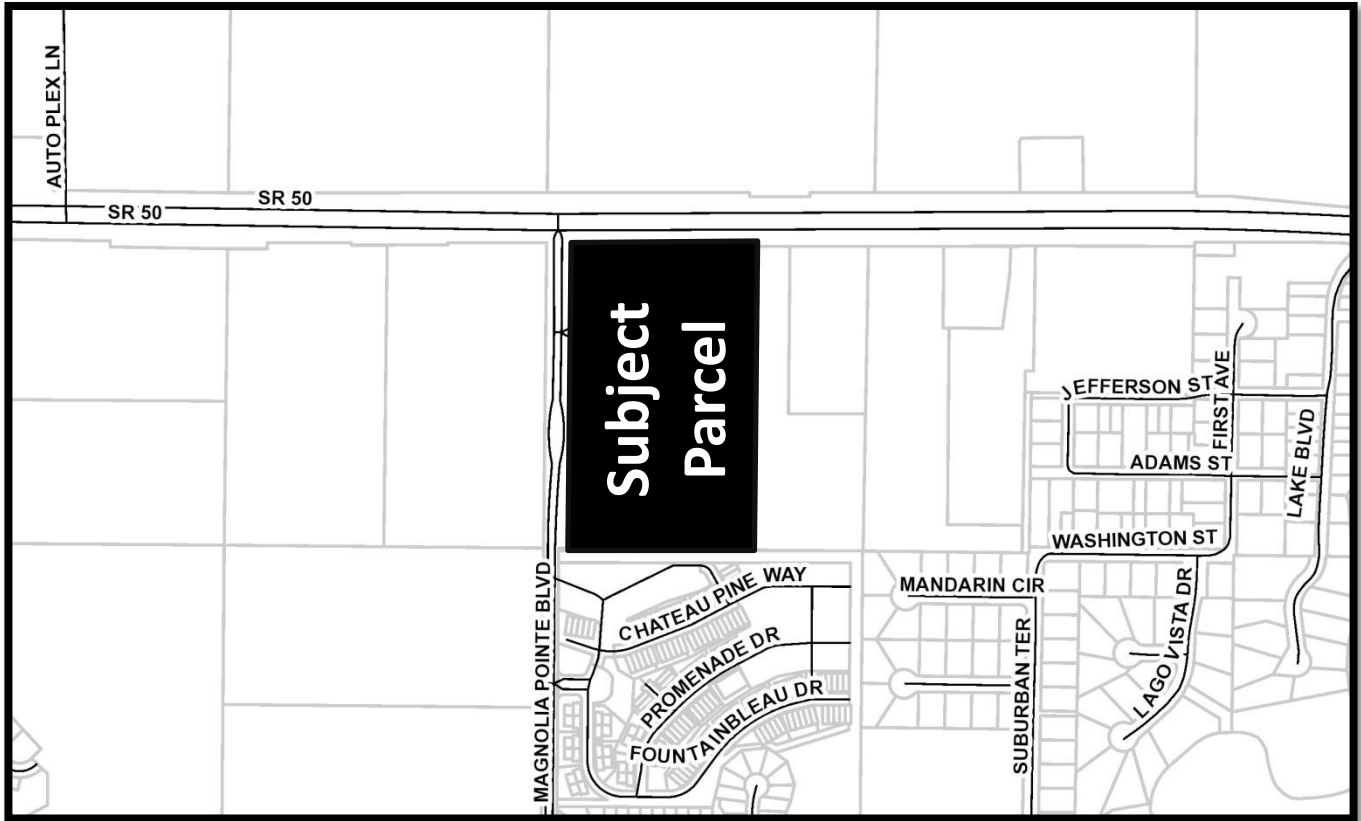


Exhibit – Future Land Use Magnolia Center

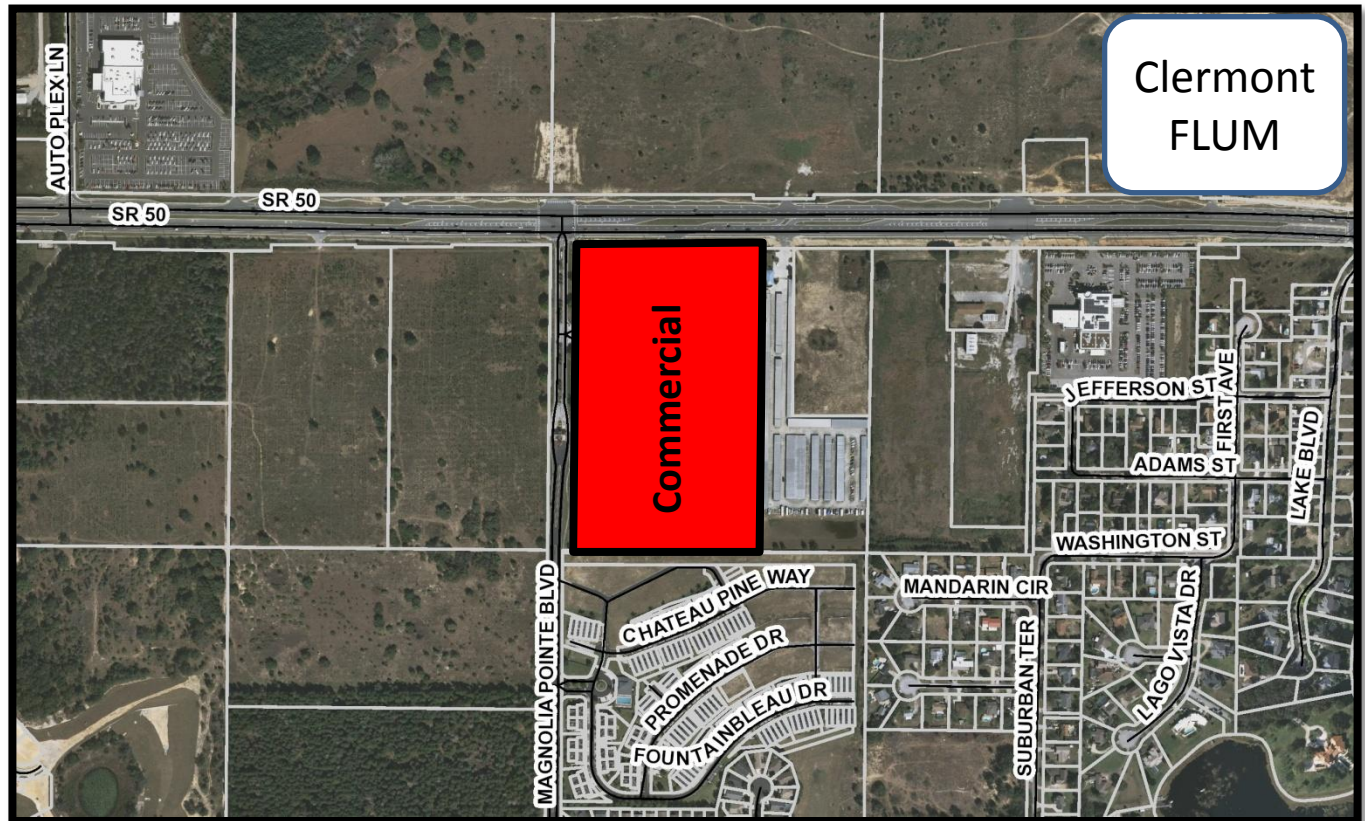
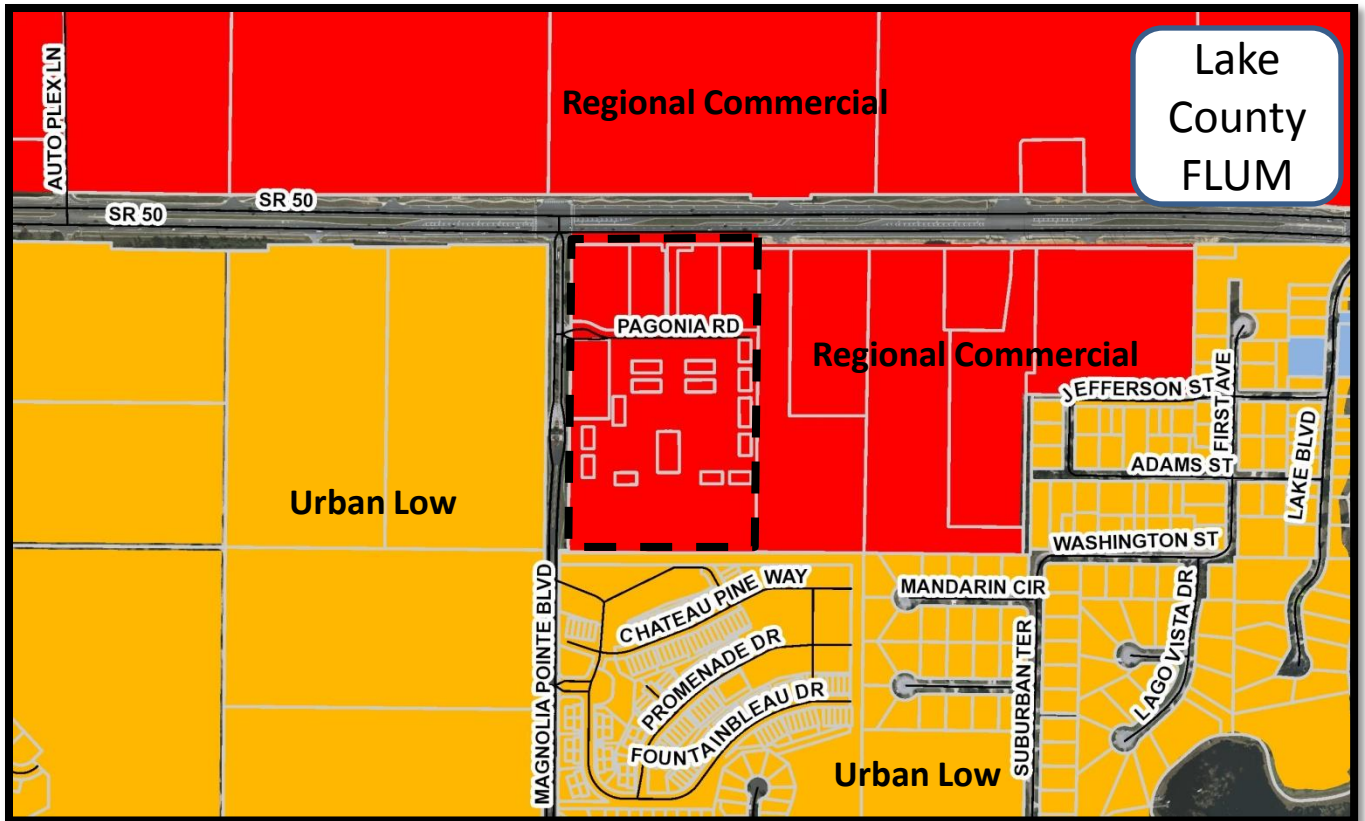


Exhibit – Zoning Magnolia Center



22000001 B
City of Clermont
TRAC 1 Ackd
P.O. Box 1200
Clermont, FL 34712-0200

WATER & WASTEWATER SERVICE AGREEMENT

RECEIVED
APR 19 2005

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Yolo Land Development, LLC, a Corporation (individual, corporation, partnership) and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Yolo Magnolia Center, 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 to meet 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.

CFN 2005062941
BR 02821 Pgs 0284 - 2897 (6pgs)
DATE: 04/27/2005 11:16:45 AM
JAMES C. MATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES \$21.00

- 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 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 4. 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 5. 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

OWNER

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

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.

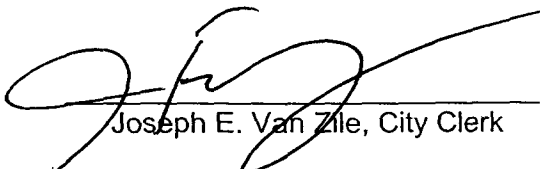
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Daniel Hessberg of V.O.L.O Land Development, LLC.

DATED this 22 day of October, 2002.

CITY OF CLERMONT

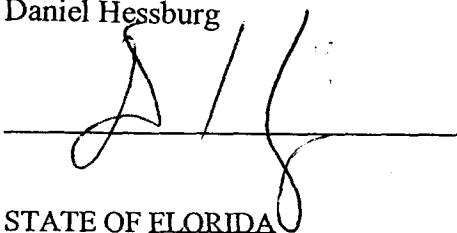
ATTEST:


Harold S. Turville Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER

Y.O.L.O Land Development, LLC
Daniel Hessburg


STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Daniel S. Hessburg as MANAGING MEMBER of Yolo Land Development, LLC who provided identification in the form of MEMBER 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 19th day of April, 2005.



Eileen S. Vieira
Commission #DD236080
Expires: Jul 29, 2007
Bonded Thru
Atlantic Bonding Co., Inc


Notary Public

Exhibit A

State Road 50

132.00

75.00

30.00

Magnolia Pointe
Boulevard

500'
INGRESSES/
EGRESS
ESMT.

South Right-of Way

N89°58'59"W

778.25'

MAIN INGRE
DRIVE

694.74'

MAIN INGRE
DRIVE

1260.47'

N00°47'07"E

MINI-STORAGE (UNDER CONSTRUCTION)

S00°48'41"W

1253.56'

12,000 SF
RETAIL

FUTURE EXPANSION
FOR FOOD STORE

50,000 SF
FOOD STORE

15,000 SF
RETAIL

24,000 SF
RETAIL

PARCEL 5
MAGNOLIA CENTER

MASTER STORMWATER
AREA
3.3 ACRES

S89°28'27"E

778.76'

The quality of this image
is equivalent to the quality
of the original document.

247.00
272.00
PARCEL 1
1.54 ACRES

155.00
PARCEL 2
0.97 ACRES

195.00
PARCEL 3
1.22 ACRES

PARCEL 4
9.674 ACRES

Office of Ed Havill

Lake County Property Appraiser

April 27, 2005

Property Record Card

View Map of Property

General Information:			
Alternate Key:	1037450	Parcel:	25-22-26-000200001500
Name:	YOLO LAND DEVELOPMENT LLC	Millage Group:	0003
Address:	548 US HIGHWAY 27 STE C MINNEOLA, FL 34715-	Loc Notes:	17400 STATE ROAD 50 CLERMONT FL 34711
Legal Description:	BEG 448.6 FT W OF SE COR OF NW 1/4, RUN N 01DEG 00MIN 01SEC E 1260.31 FT TO S R/W OF SR 50, W'LY ALONG SAID R/W TO W LINE OF SE 1/4 OF NW 1/4, S TO SW COR OF SE 1/4 OF NW 1/4, E'LY ALONG S LINE OF NW 1/4 TO POB--LESS W 100 FT-- ORB 2149 PG 0423		

Land Data:								
Line	Use Code	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	1000	.0	.0		22.11	AC	0	1381875

Building Characteristics:					
Bldg No.	Section Type	Section No.	Ext Wall Type	No. of Stories	Floor Area

Residential:									
Fireplaces	Baths (2 Fix)	Baths (3 Fix)	Baths (4 Fix)	Baths (Ex Fix)	Bed	A/C	Built In Kitchen	Sq. Ft.	Year Built

Miscellaneous Improvements:					
No.	Type	No. Units	Type	Year	Depr Value

Sales History :						
O.R. Book	O.R. Page	Sale Date	Instrument	Q/U	Vac Impr	Sale Price
2149	0423	7/22/2002	WD	Q	V	\$1,600,000.00

Value:	
Total Just Value:	\$1,381,875.00
Total Exempt Value:	\$0.00
Total Taxable Value:	\$1,381,875.00 *May Reflect Save-Our-Homes Limitations

Draw Building

The quality of this image is equivalent to the quality of the original document.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 4

Commissioner Whitehead made a motion to recommend approval of the rezoning; seconded by Commissioner Martin. The vote was 4-2 to recommend approval, with Commissioners Proli and Hubbard opposing.

5. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change the future land use to Commercial.

APPLICANT: Staff

Senior Planner 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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City of Clermont. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related request for a conditional use permit will create a City Planned Unit Development with limited C-1 & C-2 uses.

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 July.

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.

Commissioner Whitehead made a motion to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Martin. The vote was unanimous to recommend approval.

6. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a conditional use permit for a mixed-use Planned Unit Development with limited C-1 Light Commercial and C-2 General Commercial uses.

APPLICANT: Staff

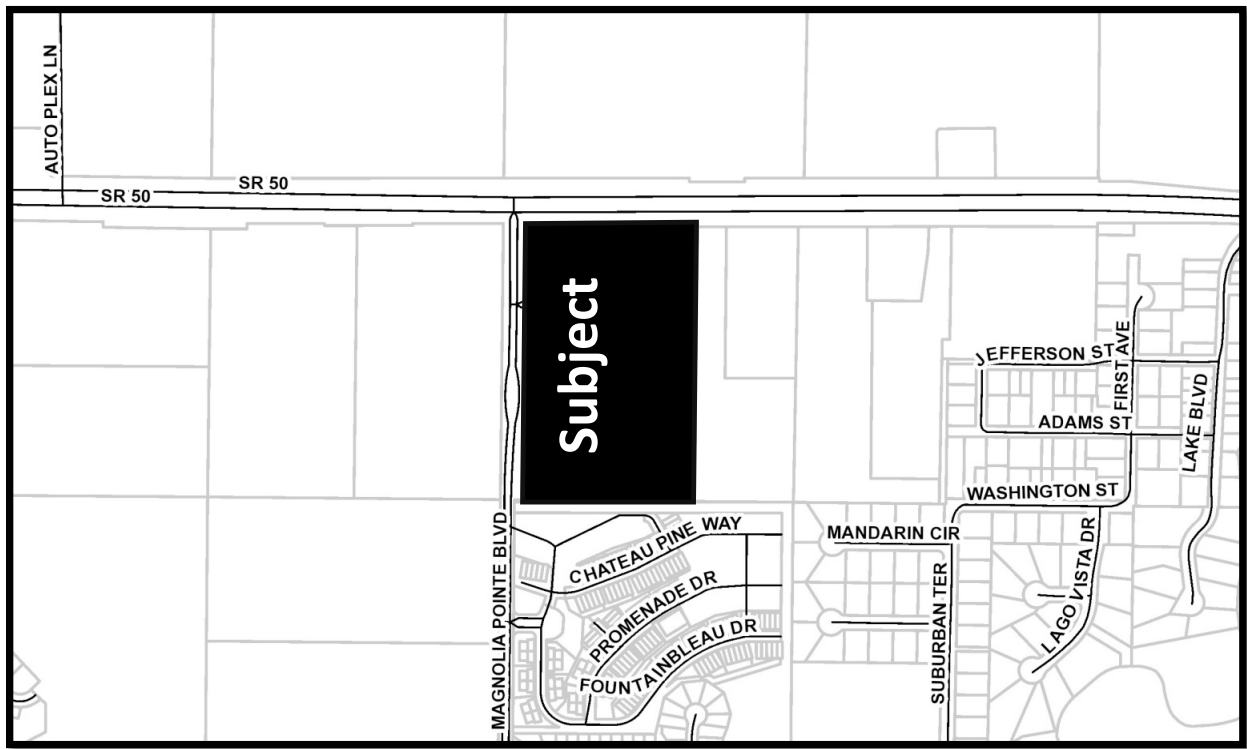
Senior Planner Kruse presented the staff report as follows:

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2015-61

The City of Clermont will hold public hearings Tuesday, May 5, 2015 at 6:30 p.m. before the Planning and Zoning Commission and Tuesday, May 12, 2015 at 6:30 p.m. before the City Council to consider transmittal of a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to Commercial.

The City of Clermont will hold public hearings on Tuesday, July 28, 2015 (final reading of the ordinance) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



***Location: Magnolia Center, 22.78 +/- acres
Property located at the southeast corner of Highway 50
And Magnolia Pointe Blvd.***

Ordinance #2015-61:

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

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

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

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

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
April 21, 2015 and July 14, 2015



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date					
Tuesday, May 26, 2015					
Agenda Item Name					
Resolution No. 2015-17; <i>Withdrawn</i> John's Lake Landing					
Requested Action					
Staff Report					
Additional Analysis					
Fiscal Impact Summary					
Fiscal Impact		Fund Number and Description		Available Budget Amount	
Exhibits Attached (copies of original agreements)					



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Resolution No. 2015-18; <i>Withdrawn</i> Magnolia Center		
Requested Action		
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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices. The request is to grant a conditional use permit (CUP) for a mixed-use planned unit development (PUD) with limited C-1 and C-2 uses for a retail shopping center and outparcels for office use. This development is currently approved in Lake County. Staff has reviewed the Lake County PUD (Ordinance # 2009-8) and has transferred over to the new CUP/PUD those conditions and entitlements contained within the document. Upon annexation, the property will receive the City's default zoning of Urban Estate (currently Planned Unit Development District in Lake County). 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 conditional use permit for a mixed-use planned unit development with limited C-1 and C-2 uses. <i>At the Planning & Zoning Commission meeting May 5, 2015, Commissioner Cuqui Whitehead made a motion to recommend approval of the conditional use permit for a planned unit development; seconded by Commissioner Herb Smith. The vote was unanimous to recommend approval.</i>		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------|---|
| 1. | Resolution | CUP RES 2015-18.docx |
| 2. | CUP Conditions | Magnolia Center Conditions.docx |
| 3. | Maps | Magnolia Center Maps.pdf |
| 4. | Utility Agreement | 2002-31 Utility Agreement.pdf |
| 5. | PUD 2009-8 | 2009-8 PUD Ordinance Magnolia Center.pdf |
| 6. | Exhibit B Site Plan | Magnolia Center Exhibit B Overall Site Plan.pdf |
| 7. | P&Z minutes | CUP P&Z minutes.pdf |
| 8. | Legal ad | Magnolia Center CUP Legal AD.docx |

**CITY OF CLERMONT
RESOLUTION NO. 2015-18**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW A MIXED USE PLANNED UNIT DEVELOPMENT WITH C-1 LIGHT COMMERCIAL AND C-2 GENERAL COMMERCIAL USES.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held May 5, 2015 recommended approval of this Conditional Use Permit to allow a mixed use Planned Unit Development with C-1 Light Commercial and C-2 General Commercial uses; at the following location:

LOCATION:

Magnolia Center; 22.78 +/- acres located at the
southeast corner of Highway 50 and Magnolia Pointe 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 a Conditional Use Permit to allow a mixed-use Planned Unit Development with C-1 Light Commercial and C-2 General Commercial; 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 PUD Master Conceptual Site Plan, Exhibit B, as approved under Lake County Ordinance No. 2009-8, recorded in the Lake County Clerk of Courts, BK 3730, Pgs 1624-1634. 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 included with the Conditional Use Permit application are not the approved construction plans.
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,

CITY OF CLERMONT
RESOLUTION NO. 2015-18

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 final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. If any of the stated conditions are violated, the property owner understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
6. 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.
7. 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.
8. Prior to any amendment to this Conditional Use Permit, the Owner shall provide proof that a community meeting was held with all owners and the adjacent residential neighborhoods.
9. The combining of Buildings E and F on Lot 6 shall not require an amendment to this Conditional Use Permit.
10. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.
11. The transfer of ownership or lease of any or all of the property described in this Conditional Use Permit shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Conditional Use Permit, and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the City of Clermont Land Development Code, as amended.

Section 2 - Land Use

A. Land Uses:

1. Permitted Uses: Development of the site shall be limited to uses permitted within the C-1 and C-2 Zoning Districts, as amended with the exception to the following uses:
 - a. Adult Use

CITY OF CLERMONT
RESOLUTION NO. 2015-18

- b. Automotive Repair
 - c. Automotive Service Station/Convenience Store
 - d. Auto-parts or other auto-related uses, except as expressly permitted below
 - e. Bar or Tavern
 - f. Carwash
 - g. Hotel/Motel
 - h. Recreation, Commercial
 - i. Self-Service Laundry or Dry-Cleaning
 - j. Self-Service Storage
 - k. Theater
 - l. Recreational Vehicles
 - m. Truck Yard
 - n. Bingo Parlors and all other types of gambling establishments
 - o. Pawn Shops and establishments specializing in the resale of second hand goods
 - p. Vehicle Storage: No storage of commercial, disabled, abandoned or non-licensed vehicles shall be permitted for any purpose
2. Commercial Uses Permitted with Specific Conditions. The following uses shall be permitted subject to the specific criteria provided below:
- a. Retail, Convenience: No fuel sales shall be permitted.
 - b. Restaurant, Fast Food:
 - i. Shall be allowed only on Lots 1, 2, 3, and 4
 - ii. No more than three (3) Fast Food Restaurants shall be permitted
 - iii. No more than one (1) stand-alone Fast Food Restaurant shall be permitted
 - iv. Lot 1 shall not permit a stand-alone Fast Food Restaurant
 - v. Drive-through windows shall not be permitted for any stand-alone Fast Food Restaurant
 - vi. No Fast Food Restaurant shall occupy an end cap suite or have a drive-thru on Lot 1.
 - vii. No Fast Food Restaurant shall occupy an end cap suite or have a drive-through on Lot 1 if Lots 1 and 2 are combined into a single lot and developed within a common building. This condition does not apply to Lot 2 if combined.
 - viii. Hours of operation shall be limited to 5:00 AM to 11:00 PM
 - c. Restaurant, General: Restaurants are permitted beer, wine, and alcohol sales in conjunction with sale of food.
 - d. Vehicular Sales: Vehicular sales are prohibited, with the exception of Lot 4, which may allow a motorcycle dealership subject to the following regulations:
 - i. Inside sales only
 - ii. Daytime display of vehicles is permitted. All vehicles shall be moved inside at night.

CITY OF CLERMONT
RESOLUTION NO. 2015-18

- iii. Test driving within the development or rental of vehicles is not permitted.
 - iv. Any service or repair work area shall be completely enclosed, including air compressors
 - v. Hours of operation shall be limited to 8:00 AM to 6:00 PM
- e. Wholesale and Warehouse:
- i. Gross leasable area shall not exceed 10,000 square feet
 - ii. Limited to wholesale consumer products only, i.e. wines, food, or restaurant supply
 - iii. Warehousing or wholesaling of building, hardware or manufacturing goods or products is prohibited.
- f. Lot 5 shall be limited to medical and professional office uses.
- g. Buildings H, J, K, L, M, N, and P of Lot 6 shall be limited to:
- i. Medical Service and Professional Office
 - ii. Personal Care Services (excluding self-service laundry mats, and laundry drop-off and pick-up stations)
 - iii. Retail sales of health and beauty products, including marketing and training
 - iv. The total square footage of Personal Care Services, including retail sales of health and beauty products, on Lot 6 shall not exceed 10,000 square feet
 - v. Dance studio within Building P only. Hours shall be limited to 7:00 AM to 9:00 PM
- h. Lots 1 & 2 may be combined and developed with a common building or developed individually. Lots 3 & 4 may also be combined and developed with a common building or developed individually. If combined, common building(s) on Lots 1 & 2 and/or Lots 3 & 4 shall contain architectural enhancements to the facades on the front and rear sides similar to those depicted on Exhibit "C".
3. Manufacturing and industrial uses shall not be permitted.
- B. Open Space, Impervious Surface Ratio, and Intensity:
- 1. Total development of the site shall not exceed a maximum gross square footage of 300,000 square feet.
 - 2. A minimum 25% open space shall be implemented with the development plan.
 - 3. A maximum impervious surface ratio of 65% over the entire commercial development shall be implemented into the design criteria for all development.
- C. Setbacks:
- 1. All setbacks shall conform to the landscape buffering requirements outlined in the Lake

CITY OF CLERMONT
RESOLUTION NO. 2015-18

2. County Land Development Regulations, as amended.
3. Building structures shall maintain a 200-foot setback from the south property line of Lot 6.
4. No loading docks or dumpsters shall be located within 400 feet of any property line of any lot of the Magnolia Pointe Subdivision.

D. Buffering/Screening:

1. Landscaping of Lot 6 shall be consistent with the approved landscape plan, approved May 8th, 2007.
2. A landscaped buffer shall be provided between all commercial, multifamily, right-of-way and residential land uses pursuant to the City of Clermont Land Development Code, as amended.
3. Lake County Type “A” buffer shall be required along Magnolia Ponte Boulevard and the east boundary of Lot 4.
4. A 25-foot buffer of solid pine trees shall be maintained along the south boundary of the PUD (adjacent to Magnolia Pointe Condos). In the event that the 25-foot buffer of solid pine trees along the south boundary of the subject property is destroyed or removed for any reason, a Type “B” buffer shall be installed within ninety (90) days thereafter.
5. A six-foot high masonry or brick wall shall be constructed along the west boundary line, starting south of the guard house to the southern boundary of the retention pond, then along said southern boundary line to the eastern boundary line of the property.
6. The wall or berm shall be constructed at the beginning of construction on Lot 6.
7. All outside storage shall be screened by a wooden fence and/or vegetative buffer substantial enough to screen the uses from adjacent properties.
8. Any additional landscape requirements not specifically outlined by items 1 through 7 of the section shall be applied in accordance with the Land Development Regulations, as amended.

E. Architectural Design Standards:

1. Design:
 - a. No pre-engineered metal buildings shall be permitted in the development.
 - b. Buildings on Lot 6 shall be themed in a Mediterranean manner, and shall have tile roofs.
 - c. Design shall comply with the City of Clermont commercial design guidelines and the Lake County Land Development Regulations, as amended.
2. Height:
 - a. Any structure on Lot 1, 2, 3, 4, & 6 shall not be taller than 35 feet.
 - b. Any structure on Lot 5 shall not be taller than 45 feet.
3. Orientation: The building on Lot 5 shall face west toward Magnolia Pointe Boulevard.

CITY OF CLERMONT
RESOLUTION NO. 2015-18

F. Lighting:

1. Lighting for parking lot, driveways, and utility areas (whether mounted on poles or walls of building) shall conform to Illuminating Engineering Society ("I.E.S.") standards for "cutoff" lighting fixtures.
2. Lighting "trespass" onto adjacent property shall not exceed 0.1 foot candles at the property line.
3. Ornamental and spotlighting for aesthetic effect, landscape accent, signage, etc. shall be directed onto the subject property.

G. Access Standards:

1. Construction traffic shall access the property via S.R. 50 and avoid Magnolia Pointe Boulevard unless prohibited by the Florida Department of Transportation or Lake County Public Works.
2. Access to the site will be limited to the existing private road (Magnolia Pointe Boulevard), a right in/out from S.R. 50 near the middle of the property line as shown on "Exhibit B".

H. Water and Sewer: Connection to central water and central sewer shall be required with all development.

I. Concurrency Management Review: Prior to requesting approval, the Owner must undergo Lake County Concurrency Management Review or sign an affidavit of deferral, deferring concurrency management review.

J. Development Review and Approvals: Prior to the issuance of any permits, the Owner shall be required to submit formal site plan, as applicable, for review and approval by City of Clermont. The site plan shall meet all submittal requirements and comply with all City codes and ordinances, as amended.

K. Future Development Orders: Any requested development order must comply with the City of Clermont Land Development Code, as amended, and the City of Clermont Comprehensive Plan, as amended.

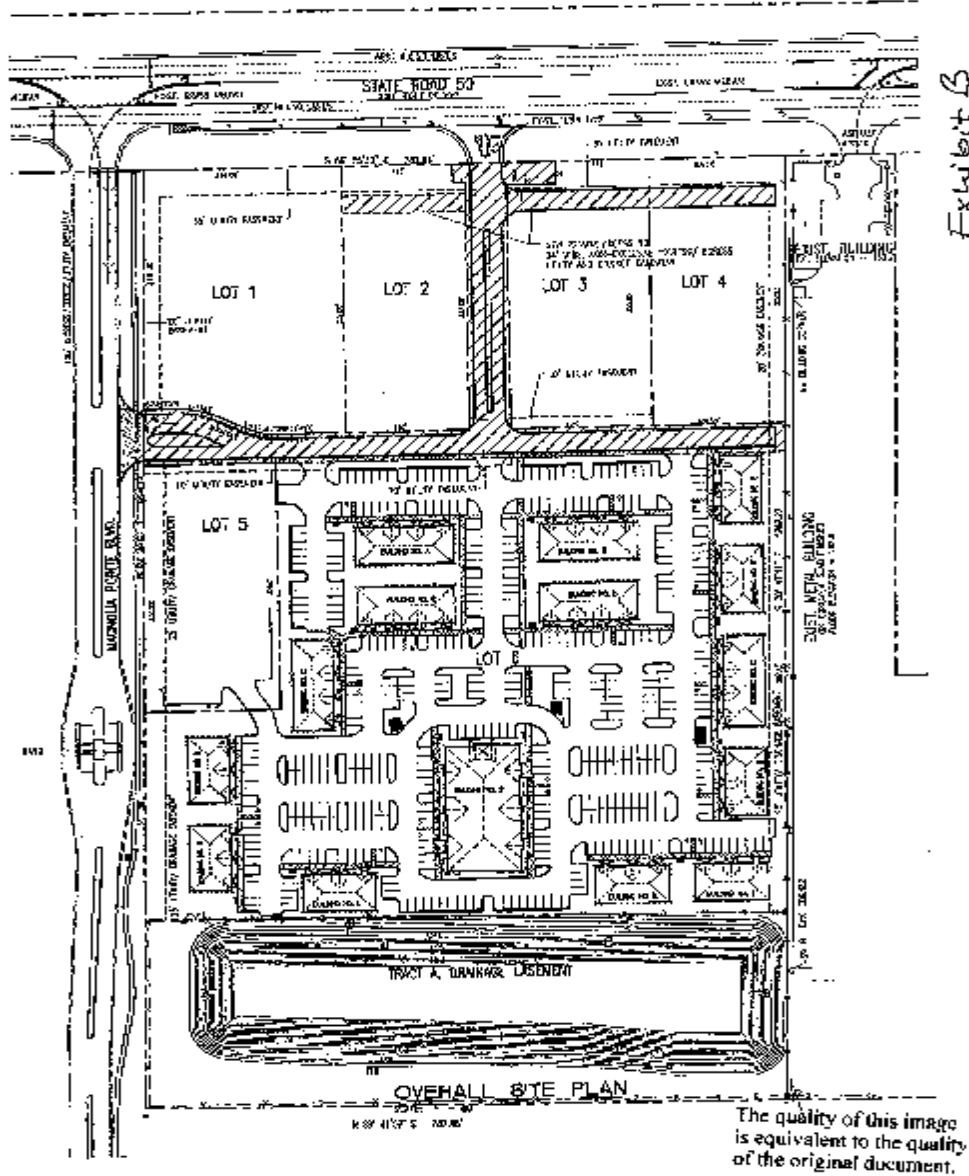
L. Concurrency Management Review and Vested Development Rights: Future rights to develop the property are subject to a finding that the development will meet the concurrency standards contained in the Lake County Comprehensive Plan and Land Development Regulations through Concurrency Management Review; without such a Review, no vested development rights shall have been granted by the County or acquired by the Applicant.

M. Future Amendments to Statutes, Code, Plan and/or Regulations: The specific references in this Conditional Use Permit to the Florida Statutes, Florida Administrative Code, City of Clermont Comprehensive Plan, and City of Clermont Land Development Code include

CITY OF CLERMONT
RESOLUTION NO. 2015-18

any future amendments to the Statutes, Code, Plan, and/or Regulations.

Exhibit B:



CITY OF CLERMONT
RESOLUTION NO. 2015-18

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of May, 2015.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Section 1 - Terms

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 PUD Master Conceptual Site Plan, Exhibit B, as approved under Lake County Ordinance No. 2009-8, recorded in the Lake County Clerk of Courts, BK 3730, Pgs 1624-1634. 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 included with the Conditional Use Permit application are not the approved construction plans.
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 final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
5. If any of the stated conditions are violated, the property owner understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
6. 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.
7. 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.
8. Prior to any amendment to this Conditional Use Permit, the Owner shall provide proof that a community meeting was held with all owners and the adjacent residential neighborhoods.
9. The combining of Buildings E and F on Lot 6 shall not require an amendment to this Conditional Use Permit.
10. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental agencies.

Magnolia Center PUD Conditions

11. The transfer of ownership or lease of any or all of the property described in this Conditional Use Permit shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to this Conditional Use Permit, and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures contained in the City of Clermont Land Development Code, as amended.

Section 2 - Land Use

A. Land Uses:

1. Permitted Uses: Development of the site shall be limited to uses permitted within the C-1 and C-2 Zoning Districts, as amended with the exception to the following uses:
 - a. Adult Use
 - b. Automotive Repair
 - c. Automotive Service Station/Convenience Store
 - d. Auto-parts or other auto-related uses, except as expressly permitted below
 - e. Bar or Tavern
 - f. Carwash
 - g. Hotel/Motel
 - h. Recreation, Commercial
 - i. Self-Service Laundry or Dry-Cleaning
 - j. Self-Service Storage
 - k. Theater
 - l. Recreational Vehicles
 - m. Truck Yard
 - n. Bingo Parlors and all other types of gambling establishments
 - o. Pawn Shops and establishments specializing in the resale of second hand goods
 - p. Vehicle Storage: No storage of commercial, disabled, abandoned or non-licensed vehicles shall be permitted for any purpose
2. Commercial Uses Permitted with Specific Conditions. The following uses shall be permitted subject to the specific criteria provided below:
 - a. Retail, Convenience: No fuel sales shall be permitted.
 - b. Restaurant, Fast Food:
 - i. Shall be allowed only on Lots 1, 2, 3, and 4
 - ii. No more than three (3) Fast Food Restaurants shall be permitted
 - iii. No more than one (1) stand-alone Fast Food Restaurant shall be permitted
 - iv. Lot 1 shall not permit a stand-alone Fast Food Restaurant
 - v. Drive-through windows shall not be permitted for any stand-alone Fast Food Restaurant
 - vi. No Fast Food Restaurant shall occupy an end cap suite or have a drive-thru on Lot 1.

Magnolia Center PUD Conditions

- vii. No Fast Food Restaurant shall occupy an end cap suite or have a drive-through on Lot 1 if Lots 1 and 2 are combined into a single lot and developed within a common building. This condition does not apply to Lot 2 if combined.
 - viii. Hours of operation shall be limited to 5:00 AM to 11:00 PM
- c. Restaurant, General: Restaurants are permitted beer, wine, and alcohol sales in conjunction with sale of food.
- d. Vehicular Sales: Vehicular sales are prohibited, with the exception of Lot 4, which may allow a motorcycle dealership subject to the following regulations:
 - i. Inside sales only
 - ii. Daytime display of vehicles is permitted. All vehicles shall be moved inside at night.
 - iii. Test driving within the development or rental of vehicles is not permitted.
 - iv. Any service or repair work area shall be completely enclosed, including air compressors
 - v. Hours of operation shall be limited to 8:00 AM to 6:00 PM
- e. Wholesale and Warehouse:
 - i. Gross leasable area shall not exceed 10,000 square feet
 - ii. Limited to wholesale consumer products only, i.e. wines, food, or restaurant supply
 - iii. Warehousing or wholesaling of building, hardware or manufacturing goods or products is prohibited.
- f. Lot 5 shall be limited to medical and professional office uses.
- g. Buildings H, J, K, L, M, N, and P of Lot 6 shall be limited to:
 - i. Medical Service and Professional Office
 - ii. Personal Care Services (excluding self-service laundry mats, and laundry drop-off and pick-up stations)
 - iii. Retail sales of health and beauty products, including marketing and training
 - iv. The total square footage of Personal Care Services, including retail sales of health and beauty products, on Lot 6 shall not exceed 10,000 square feet
 - v. Dance studio within Building P only. Hours shall be limited to 7:00 AM to 9:00 PM
- h. Lots 1 & 2 may be combined and developed with a common building or developed individually. Lots 3 & 4 may also be combined and developed with a common building or developed individually. If combined, common building(s) on Lots 1 & 2 and/or Lots 3 & 4 shall contain architectural enhancements to the facades on the front and rear sides similar to those depicted on Exhibit "C".

Magnolia Center PUD Conditions

3. Manufacturing and industrial uses shall not be permitted.

B. Open Space, Impervious Surface Ratio, and Intensity:

1. Total development of the site shall not exceed a maximum gross square footage of 300,000 square feet.
2. A minimum 25% open space shall be implemented with the development plan.
3. A maximum impervious surface ratio of 65% over the entire commercial development shall be implemented into the design criteria for all development.

C. Setbacks:

1. All setbacks shall conform to the landscape buffering requirements outlined in the Lake County Land Development Regulations, as amended.
2. Building structures shall maintain a 200-foot setback from the south property line of Lot 6.
3. No loading docks or dumpsters shall be located within 400 feet of any property line of any lot of the Magnolia Pointe Subdivision.

D. Buffering/Screening:

1. Landscaping of Lot 6 shall be consistent with the approved landscape plan, approved May 8th, 2007.
2. A landscaped buffer shall be provided between all commercial, multifamily, right-of-way and residential land uses pursuant to the City of Clermont Land Development Code, as amended.
3. Lake County Type "A" buffer shall be required along Magnolia Ponte Boulevard and the east boundary of Lot 4.
4. A 25-foot buffer of solid pine trees shall be maintained along the south boundary of the PUD (adjacent to Magnolia Pointe Condos). In the event that the 25-foot buffer of solid pine trees along the south boundary of the subject property is destroyed or removed for any reason, a Type "B" buffer shall be installed within ninety (90) days thereafter.
5. A six-foot high masonry or brick wall shall be constructed along the west boundary line, starting south of the guard house to the southern boundary of the retention pond, then along said southern boundary line to the eastern boundary line of the property.
6. The wall or berm shall be constructed at the beginning of construction on Lot 6.
7. All outside storage shall be screened by a wooden fence and/or vegetative buffer substantial enough to screen the uses from adjacent properties.
8. Any additional landscape requirements not specifically outlined by items 1 through 7 of the section shall be applied in accordance with the Land Development Regulations, as amended.

E. Architectural Design Standards:

1. Design:
 - a. No pre-engineered metal buildings shall be permitted in the development.

Magnolia Center PUD Conditions

- b. Buildings on Lot 6 shall be themed in a Mediterranean manner, and shall have tile roofs.
 - c. Design shall comply with the City of Clermont commercial design guidelines and the Lake County Land Development Regulations, as amended.
 2. Height:
 - a. Any structure on Lot 1, 2, 3, 4, & 6 shall not be taller than 35 feet.
 - b. Any structure on Lot 5 shall not be taller than 45 feet.
 3. Orientation: The building on Lot 5 shall face west toward Magnolia Pointe Boulevard.
- F. Lighting:
 1. Lighting for parking lot, driveways, and utility areas (whether mounted on poles or walls of building) shall conform to Illuminating Engineering Society ("I.E.S.") standards for "cutoff" lighting fixtures.
 2. Lighting "trespass" onto adjacent property shall not exceed 0.1 foot candles at the property line.
 3. Ornamental and spotlighting for aesthetic effect, landscape accent, signage, etc. shall be directed onto the subject property.
- G. Access Standards:
 1. Construction traffic shall access the property via S.R. 50 and avoid Magnolia Pointe Boulevard unless prohibited by the Florida Department of Transportation or Lake County Public Works.
 2. Access to the site will be limited to the existing private road (Magnolia Pointe Boulevard), a right in/out from S.R. 50 near the middle of the property line as shown on "Exhibit B".
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- K. Future Development Orders: Any requested development order must comply with the City of Clermont Land Development Code, as amended, and the City of Clermont Comprehensive Plan, as amended.

Magnolia Center PUD Conditions

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- M. Future Amendments to Statutes, Code, Plan and/or Regulations: The specific references in this Conditional Use Permit to the Florida Statutes, Florida Administrative Code, City of Clermont Comprehensive Plan, and City of Clermont Land Development Code include any future amendments to the Statutes, Code, Plan, and/or Regulations.

Exhibit - Location Map Magnolia Center

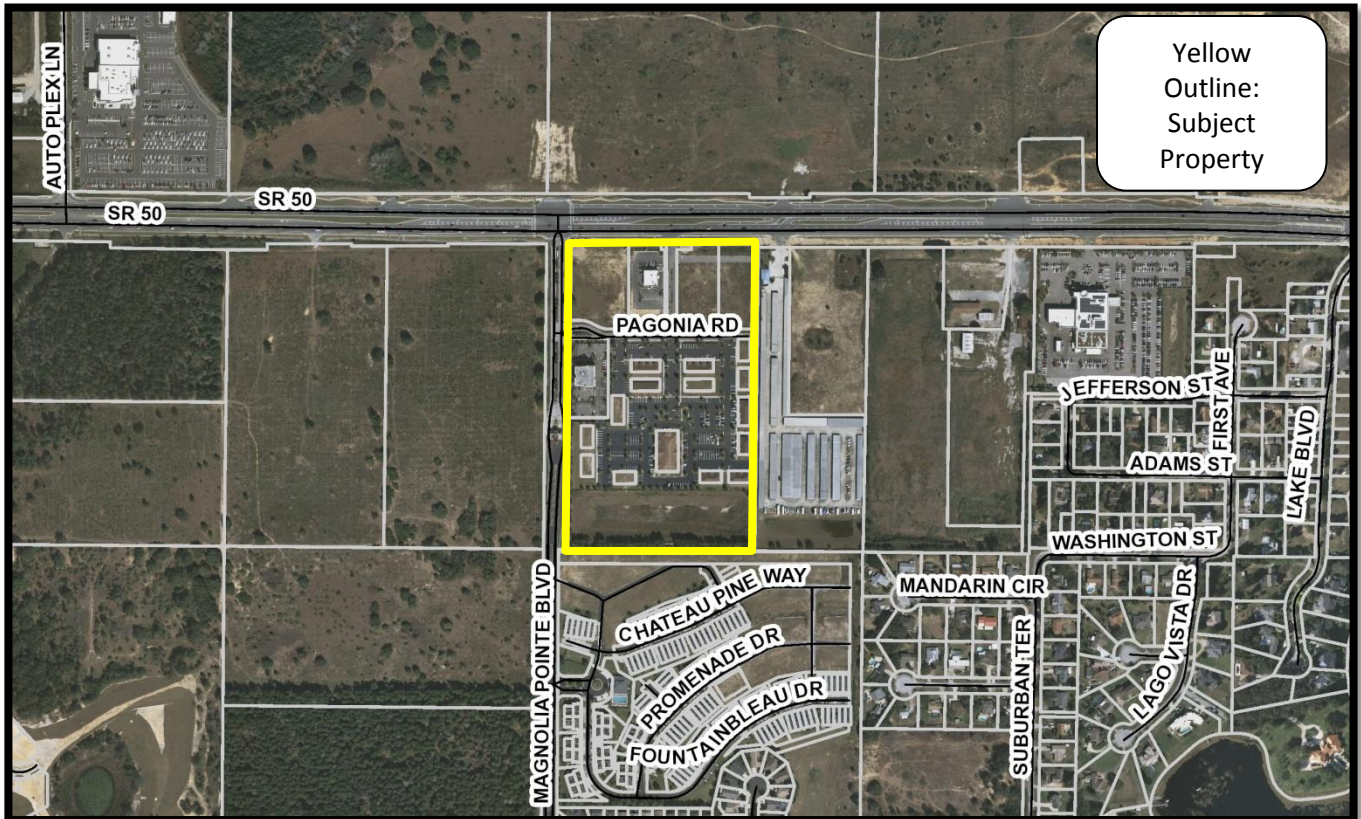
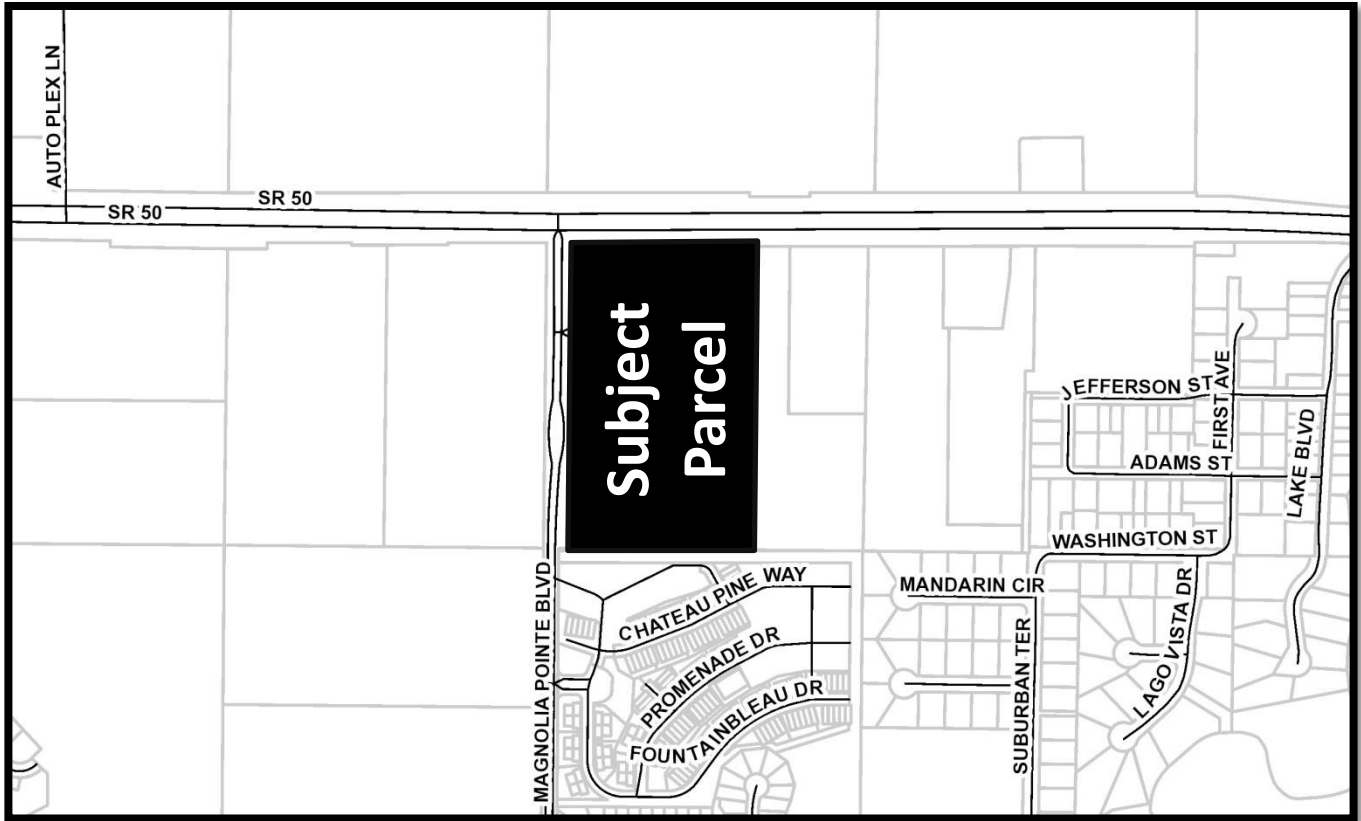


Exhibit – Future Land Use Magnolia Center

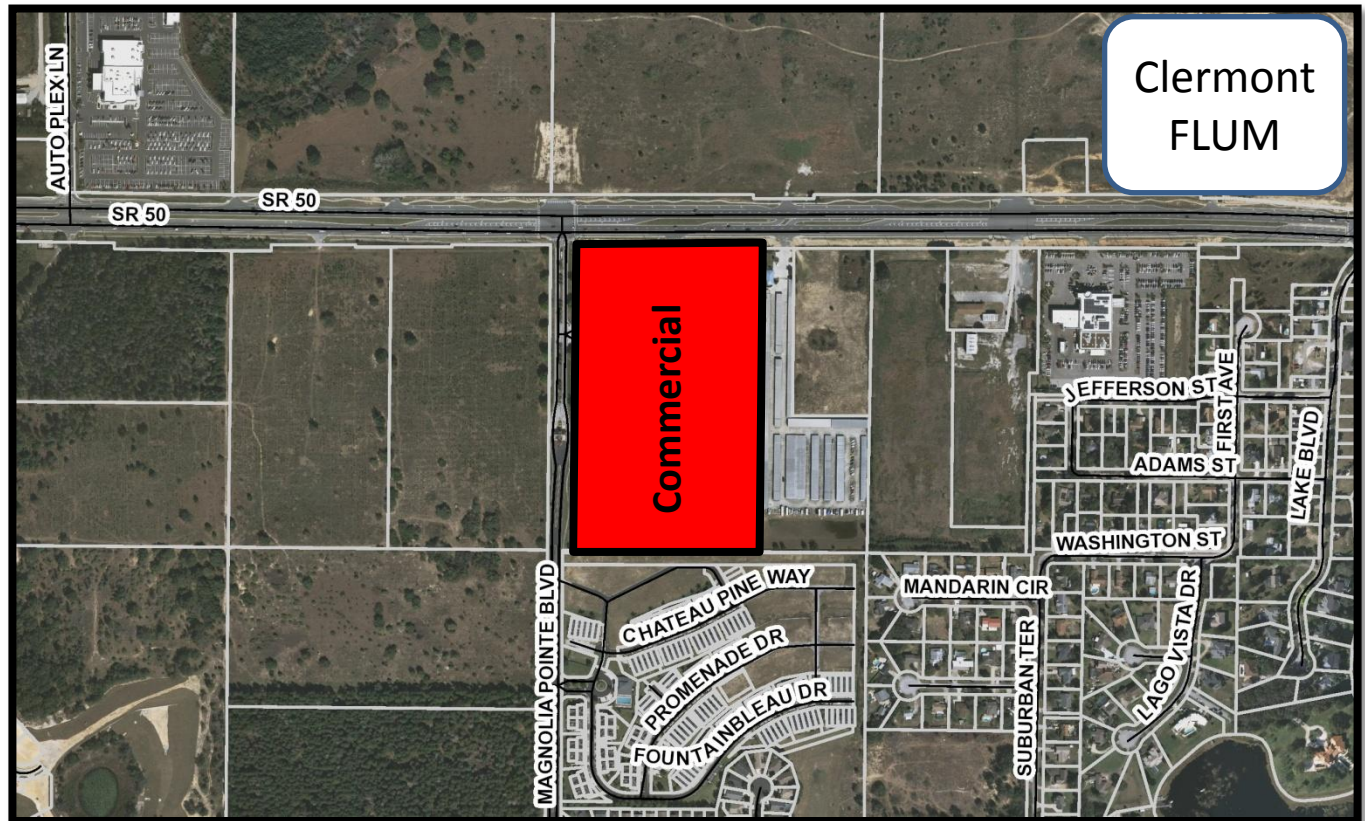
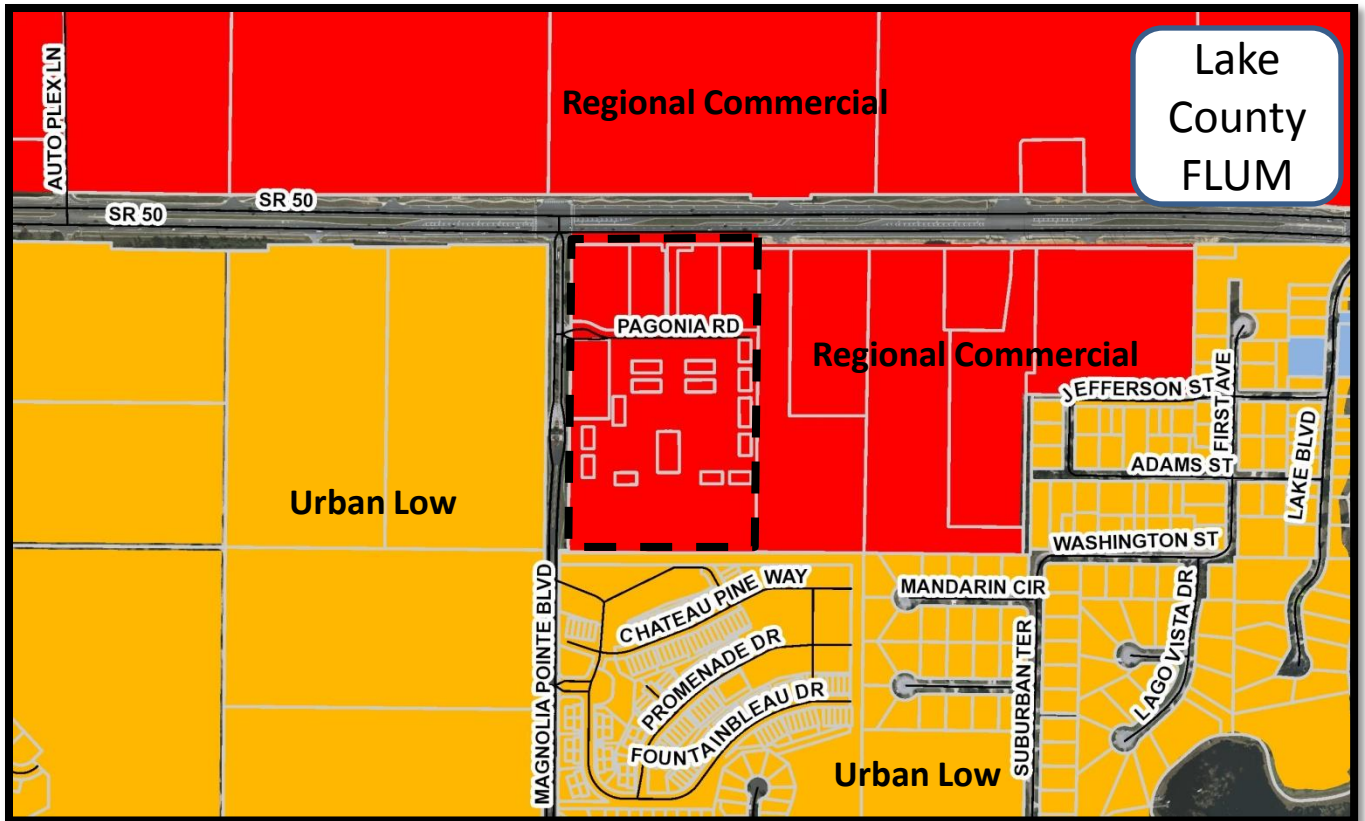


Exhibit – Zoning Magnolia Center



22000001 B
City of Clermont
TRAC 1 Ackd
P.O. Box 1200
Clermont, FL 34712-0200

WATER & WASTEWATER SERVICE AGREEMENT

RECEIVED
APR 19 2005

This document constitutes an agreement between the CITY of Clermont, hereby referred to as CITY, a municipality of the State of Florida, and Yolo Land Development, LLC, a Corporation (individual, corporation, partnership) and its successors or assigns, hereby referred to as OWNER.

WITNESSETH

Whereas, OWNER is proposing to develop Yolo Magnolia Center, 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 to meet 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.

CFN 2005062941
BR 02821 Pgs 0284 - 2897 (6pgs)
DATE: 04/29/2005 11:16:45 AM
JAMES C. MATKINS, CLERK OF COURT
LAKE COUNTY
RECORDING FEES \$2.00

- 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 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 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.
- 1.9 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. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 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 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 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.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but should be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

The project shall be developed according to the CITY Land Development Regulations unless otherwise stipulated in this Agreement or subsequent amendments to this Agreement.

Section 3. ANNEXATION

- 3.1 Owner agrees that CITY may annex the Property into the City of Clermont if CITY chooses to do so. All land transfers will contain a deed restriction or covenant noting the existence of this requirement to annex, such restriction to be recorded as a covenant to run with the land.

- 3.2 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 4. 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 5. 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

OWNER

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

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.

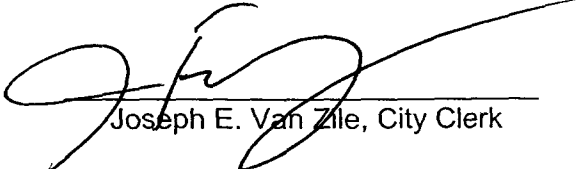
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date listed below. CITY through its City Manager, authorized to execute same by City Council action, and OWNER through Daniel Hessberg of V.O.L.O Land Development, LLC.

DATED this 22 day of October, 2002.

CITY OF CLERMONT

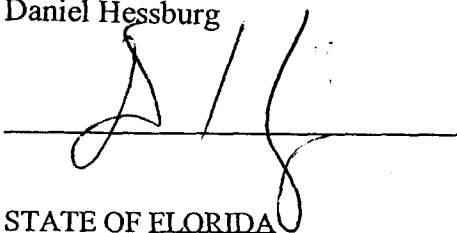
ATTEST:


Harold S. Turville Jr., Mayor


Joseph E. Van Zile, City Clerk

OWNER

Y.O.L.O Land Development, LLC
Daniel Hessburg


STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Daniel S. Hessburg as MANAGING MEMBER of Yolo Land Development, LLC who provided identification in the form of MEMBER 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 19th day of April, 2005.



Eileen S. Vieira
Commission #DD236080
Expires: Jul 29, 2007
Bonded Thru
Atlantic Bonding Co., Inc


Notary Public

Exhibit A

State Road 50

30.00'

132.00'

75.00'

South Right-of-Way

N89°58'59"W

778.25'

134.95'

Magnolia Pointe
Boulevard

500'
INGRESS/
EGRESS
ESMT.

125.00'

247.00'

272.00'

PARCEL 1
1.54 ACRES

155.00'

195.00'

PARCEL 2
0.97 ACRES

PARCEL 3
1.22 ACRES

PARCEL 4
9.674 ACRES

MAIN INGRE
DRIVE

MAIN INGRE
DRIVE

1260.47'

694.74'

12,000 SF
RETAIL

FUTURE EXPANSION
FOR FOOD STORE

50,000 SF
FOOD STORE

15,000 SF
RETAIL

24,000 SF
RETAIL

S00°48'41"W

1253.56'

PARCEL 5
MAGNOLIA CENTER

The quality of this image
is equivalent to the quality
of the original document.

MASTER STORMWATER
AREA
3.3 ACRES

S89°28'27"E

778.76'

N00°47'07"E

MINI-STORAGE (UNDER CONSTRUCTION)

Office of Ed Havill

Lake County Property Appraiser

April 27, 2005

Property Record Card

View Map of Property

General Information:			
Alternate Key:	1037450	Parcel:	25-22-26-000200001500
Name:	YOLO LAND DEVELOPMENT LLC	Millage Group:	0003
Address:	548 US HIGHWAY 27 STE C MINNEOLA, FL 34715-	Loc Notes:	17400 STATE ROAD 50 CLERMONT FL 34711
Legal Description:	BEG 448.6 FT W OF SE COR OF NW 1/4, RUN N 01DEG 00MIN 01SEC E 1260.31 FT TO S R/W OF SR 50, W'LY ALONG SAID R/W TO W LINE OF SE 1/4 OF NW 1/4, S TO SW COR OF SE 1/4 OF NW 1/4, E'LY ALONG S LINE OF NW 1/4 TO POB--LESS W 100 FT-- ORB 2149 PG 0423		

Land Data:								
Line	Use Code	Frontage	Depth	Notes	No. Units	Type	Class Value	Just Value
1	1000	.0	.0		22.11	AC	0	1381875

Building Characteristics:					
Bldg No.	Section Type	Section No.	Ext Wall Type	No. of Stories	Floor Area

Residential:									
Fireplaces	Baths (2 Fix)	Baths (3 Fix)	Baths (4 Fix)	Baths (Ex Fix)	Bed	A/C	Built In Kitchen	Sq. Ft.	Year Built

Miscellaneous Improvements:					
No.	Type	No. Units	Type	Year	Depr Value

Sales History :						
O.R. Book	O.R. Page	Sale Date	Instrument	Q/U	Vac Impr	Sale Price
2149	0423	7/22/2002	WD	Q	V	\$1,600,000.00

Value:	
Total Just Value:	\$1,381,875.00
Total Exempt Value:	\$0.00
Total Taxable Value:	\$1,381,875.00 *May Reflect Save-Our-Homes Limitations

Draw Building

The quality of this image is equivalent to the quality of the original document.

CFN 2009014709
Bk 03730 Pgs 1624 - 1634; (11pgs)
DATE: 02/11/2009 11:31:36 AM
NEIL KELLY, CLERK OF COURT
LAKE COUNTY
RECORDING FEES 95.00

ORDINANCE #2009-8

PH#51-08-2

Magnolia Property Associates, LLC

AN ORDINANCE OF THE LAKE COUNTY BOARD OF COUNTY COMMISSIONERS AMENDING THE LAKE COUNTY ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Lake County (the "Applicant"), pursuant to Section 125.66, Florida Statute, has initiated an amendment for property owned by Clermont-Falls Creek Development, Magnolia Property Associates LLC, B&L Properties LLC, and Magnolia Point Clermont I, LLC (the "Owner"),

AND with exception to Magnolia Point Clermont I, LLC, all property owners have joined on the County initiated application; and

WHEREAS, this petition will amend Planned Unit Development (PUD) Ordinance #2006-08 to revise allowable uses; and

WHEREAS, this petition will rescind and supersede Ordinances #2000-9 and #2006-8; and

WHEREAS, the subject property consists of roughly 22.5 acres and is located in the Clermont Joint Planning Area, along SR 50 at the southeast side of the intersection of SR 50 and Magnolia Pointe Boulevard, in Section 25 Township 22S Range 26E and having Alternate Keys #3866085, #3859724, #3871969, #1037450, #3860011, #3870740, #3870741, #3870742, #3870737, #3870739, #3870738, #3870736, #3870749, #3870750, #3870745, #3870744, #3870746, #3870747, #3870748, and #3860067, further described as:

LEGAL DESCRIPTION: [EXHIBIT "A" – ATTACHED]

WHEREAS, the property is located within the Urban Expansion, Community Activity Center, Employment Center Future Land Use Categories as shown on the Lake County Comprehensive Plan Future Land Use Map (FLUM); and

ORDINANCE NO. #2009-8
(PH#51-08-2) (Lake County)

1 **WHEREAS**, the Lake County Zoning Board, on the 7th day of January, 2009, reviewed petition PH#51-
2 08-2;

3 **AND**, after giving notice of hearing on petition for a change in the use of land, including a notice that
4 said would be presented to the Board of County Commissioners of Lake County, Florida, on the 27th day of
5 January, 2009; and

6 **WHEREAS**, the Board of County Commissioners reviewed said petition, the recommendations of the
7 Lake County Zoning Board, and any comments, favorable or unfavorable, from the Public and surrounding
8 property owners at a Public Hearing duly advertised; and

9 **WHEREAS**, upon review, certain terms pertaining to the development of the above described property
10 have been duly approved; and

11 **NOW THEREFORE, BE IT ORDAINED** by the Board of County Commissioners of Lake County,
12 Florida, that the Land Development Regulations of Lake County, Florida, be altered and amended as they
13 pertain to the above tract of land, as described in EXHIBIT "A", subject to the following terms:

14 **SECTION I. Terms.** This Ordinance shall mean and include the following land uses and rescinds and
15 supersedes any and all ordinances previously granted. The County Manager or designee shall amend the
16 Official Zoning Map to PUD zoning in accordance with this Ordinance. Development of the property shall be in
17 conformance with the approved PUD Master Conceptual Plan attached hereto as **Exhibit "B"**. To the extent
18 where there are conflicts between Exhibit B, Exhibit C and this Ordinance, this Ordinance shall take
19 precedence.

20
21 **A. Land Uses:**

- 22
23 1. Permitted Uses. Development of the site shall be limited to uses permitted within the C-1 and C-2
24 Zoning Districts as defined in the Lake County Land Development Regulations, as amended, with
25 exception to the following uses:

- 26
27 a. Adult Use
28 b. Automotive Repair
29 c. Automotive Service Station/Convenience Store

ORDINANCE NO. #2009-8
(PH#51-08-2) (Lake County)

- d. Auto-parts or other auto-related uses, except as expressly permitted below
- e. Bar or Tavern
- f. Carwash
- g. Hotel/Motel
- h. Recreation, Commercial
- i. Self-Service Laundry or Dry-Cleaning
- j. Self-Service Storage
- k. Theater
- l. Recreational Vehicles
- m. Truck Yard
- n. Bingo Parlors and all other types of gambling establishments
- o. Pawn Shops and establishments specializing in the resale of second hand goods
- p. Vehicle Storage: No storage of commercial, disabled, abandoned or non-licensed vehicles shall be permitted for any purpose

2. Commercial Uses Permitted with Specific Conditions. The following uses shall be permitted subject to the specific criteria provided below:

- a. Retail, Convenience: No fuel sales shall be permitted.
- b. Restaurant, Fast Food:
 - i. Shall be allowed only on Lots 1, 2, 3 and 4.
 - ii. No more than three (3) Fast Food Restaurants shall be permitted.
 - iii. No more than one (1) stand-alone Fast Food Restaurant shall be permitted.
 - iv. Lot 1 shall not permit a stand-alone Fast Food Restaurant.
 - v. Drive-through windows shall not be permitted for any stand-alone Fast Food Restaurant.
 - vi. No Fast Food Restaurant shall occupy an end cap suite or have a drive-thru on Lot 1.
 - vii. No Fast Food Restaurant shall occupy an end cap suite or have a drive-through on Lot 1 if Lots 1 and 2 are combined into a single lot and developed within a common building. This condition does not apply to Lot 2 if combined.
 - viii. Hours of operation shall be limited to 5:00 AM to 11:00PM.
- c. Restaurant, General: Restaurants are permitted beer, wine, and alcohol sales in conjunction with sale of food.
- d. Vehicular Sales. Vehicular sales are prohibited, with the exception of Lot 4, which may allow a motorcycle dealership subject to the following regulations:
 - i. Inside sales only.
 - ii. Daytime display of vehicles is permitted. All vehicles shall be moved inside at night.
 - iii. Test driving within the development or rental of vehicles is not permitted.
 - iv. Any service or repair work area shall be completely enclosed, including air compressors.
 - v. Hours of operation shall be limited to 8:00 a.m. to 6:00 p.m.

- e. Wholesale and Warehouse:
 - i. Gross leasable area shall not exceed 10,000 square feet.
 - ii. Limited to wholesale consumer products only, i.e. wines, foods, or restaurant supply.
 - iii. Warehousing or wholesaling of building, hardware or manufacturing goods or products is prohibited.
 - f. Lot 5 shall be limited to medical and professional office uses.
 - g. Buildings H, J, K, L, M, N, and P of Lot 6 shall be limited to:
 1. Medical Service and Professional Office.
 2. Personal Care Services (excluding self-service laundry mats, and laundry drop-off and pick-up stations).
 3. Retail sales of health and beauty products, including marketing and training.
 4. The total square footage of Personal Care Services, including retail sales of health and beauty products, on Lot 6 shall not exceed 10,000 square feet.
 5. Dance studio within Building P only. Hours shall be limited to: 7:00 AM to 9:00 PM.
 - h. Lots 1 & 2 may be combined and developed with a common building or developed individually. Lots 3 & 4 may also be combined and developed with a common building or developed individually. If combined, common building(s) on Lots 1&2 and/or Lots 3&4 shall contain architectural enhancements to the facades on the front and rear sides similar to those depicted on Exhibit "C".
3. Manufacturing and industrial uses shall not be permitted.
- B. Open Space, Impervious Surface Ratio, and Intensity:
1. Total development of the site shall not exceed a maximum gross square footage of 300,000 square feet.
 2. A minimum 25% open space shall be implemented with the development plan.
 3. A maximum impervious surface ratio of 65% over the entire commercial development shall be implemented into the design criteria for all development.
- C. Setbacks:
1. All setbacks shall conform to the landscape buffering requirements outlined in the Lake County Land Development Regulations, as amended.
 2. Building structures shall maintain a 200-foot setback from the south property line of Lot 6.
 3. No loading docks or dumpsters shall be located within 400 feet of any property line of any lot of the Magnolia Pointe Subdivision.

D. Buffering/Screening:

1. Landscaping of Lot 6 shall be consistent with the approved landscape plan, approved May 8th, 2007.
2. A landscaped buffer shall be provided between all commercial, multifamily, right-of-way and residential land uses pursuant to the Lake County Land Development Regulations, as amended.
3. Lake County Type "A" buffer shall be required along Magnolia Pointe Boulevard and the east boundary of Lot 4.
4. A 25-foot buffer of solid pine trees shall be maintained along the south boundary of the PUD (adjacent to Magnolia Pointe Condos). In the event that the existing 25-foot buffer of solid pine trees along the south boundary of the subject property is destroyed or removed for any reason, a Type "B" buffer shall be installed within ninety (90) days thereafter.
5. A six-foot high masonry or brick wall shall be constructed along the west boundary line, starting south of the guard house to the southern boundary of the retention pond, then along said southern boundary line to the eastern boundary line of the property.
6. The wall or berm shall be constructed at the beginning of construction on Lot 6.
7. All outside storage shall be screened by a wooden fence and/or vegetative buffer substantial enough to screen the uses from adjacent properties.
8. Any additional landscape requirements not specifically outlined by items 1 through 7 of this section shall be applied in accordance with the Land Development Regulations, as amended.

E. Architectural Design Standards:

1. Design:

- a. No pre-engineered metal buildings shall be permitted in the development.
- b. Buildings on Lot 6 shall be themed in a Mediterranean manner, and shall have tile roofs.
- c. Design shall comply with the City of Clermont commercial design guidelines and the Lake County Land Development Regulations, as amended.

2. Height:

- a. Any structure on Lot 1, 2, 3, 4, & 6 shall not be taller than 35 feet.
- b. Any structure on Lot 5 shall not be taller than 45 feet.

3. Orientation: The building on Lot 5 shall face west toward Magnolia Pointe Boulevard.

F. Lighting:

1. Lighting for parking lot, driveways, and utility areas (whether mounted on poles or walls of building) shall conform to Illuminating Engineering Society ("I.E.S.") standards for "cutoff" lighting fixtures.
2. Lighting "trespass" onto adjacent property shall not exceed 0.1 foot candles at the property line.
3. Ornamental and spotlighting for aesthetic effect, landscape accent, signage, etc. shall be directed onto the subject property.

ORDINANCE NO. #2009-8
(PH#51-08-2) (Lake County)

G. Access Standards:

1. Construction traffic shall access the property via S.R. 50 and avoid Magnolia Pointe Boulevard unless prohibited by the Florida Department of Transportation or Lake County Public Works.
2. Access to the site will be limited to the existing private road (Magnolia Pointe Boulevard), a right in/right out from S.R. 50 near the middle of the property on the north property line as shown on "Exhibit B".

H. Water and Sewer: Connection to central water and central sewer shall be required with all development.

I. Concurrency Management Review: Prior to requesting approval, the Owner must undergo Lake County Concurrency Management Review or sign an affidavit of deferral, deferring concurrency management review.

J. Development Review and Approval: Prior to the issuance of any permits, the Owner shall be required to submit formal site plan, as applicable, for review and approval by Lake County. The site plan shall meet all submittal requirements and comply with all County codes and ordinances, as amended.

K. Future Development Orders: Any requested development order must comply with the Lake County Land Development Regulations, as amended, and the Lake County Comprehensive Plan, as amended.

L. Concurrency Management Review and Vested Development Rights: Future rights to develop the property are subject to a finding that the development will meet the concurrency standards contained in the Lake County Comprehensive Plan and Land Development Regulations through Concurrency Management Review; without such a Review, no vested development rights shall have been granted by the County or acquired by the Applicant.

M. Future Amendments to Statutes, Code, Plan and/or Regulations: The specific references in this Ordinance to the Florida Statutes, Florida Administrative Code, Lake County Comprehensive Plan, and Lake County Land Development Regulations include any future amendments to the Statutes, Code, Plan, and/or Regulations.

SECTION 2. Conditions as altered and amended which pertain to the above tract of land shall mean:

A. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Ordinance. Any other proposed use must be specifically authorized by the Zoning Board and the Board of County Commissioners.

B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner (except for normal maintenance activities – i.e. painting screening, etc.) within the boundaries of the above described land without first submitting the necessary plans in accordance with the Lake County Land Development Regulations, as

ORDINANCE NO. #2009-8
(PH#51-08-2) (Lake County)

1 amended, and obtaining approval from the County Manager or designee upon obtaining the permits
2 required from the other appropriate governmental agencies.

3
4 C. This amendment shall inure to the benefit of, and shall constitute a covenant running with the land and the
5 terms, conditions, and provisions hereof shall be binding upon the present owner and any successor, who
6 shall be subject to each and every condition herein set out.

7
8 D. Prior to any amendment to this Ordinance, the Owner shall provide proof that a community meeting was
9 held with all owners and the adjacent residential neighborhoods.

10
11 E. The combining of Buildings E and F on Lot 6 shall not require an amendment to this Ordinance.

12
13 F. Construction and operation of the proposed use shall at all times comply with the regulations of this and
14 other governmental agencies.

15
16 G. The transfer of ownership or lease of any or all of the property described in this Ordinance shall include in
17 the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the
18 conditions pertaining to this Ordinance, and agrees to be bound by these conditions. The purchaser or
19 lessee may request a change from the existing plans and conditions by following the procedures contained
20 in the Lake County Land Development Regulations, as amended.

21
22 **SECTION 3. Severability:** If any section, sentence, clause or phrase of this Ordinance is held to be invalid
23 or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of
24 the remaining portions of this Ordinance.

25
26 **SECTION 4. Effective Date:** This Ordinance shall become effective as provided by law.

27
28 ENACTED this 27 day of January, 2009.

29
30 FILED with the Secretary of State February 5, 2009.

31
32
33 EFFECTIVE February 5, 2009.
34
35
36
37
38
39
40
41
42

ORDINANCE NO. #2009-8
(PH#51-08-2) (Lake County)

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA


WELTON G. CADWELL, CHAIRMAN

ATTEST:


NEIL KELLY, Clerk of the
Board of County Commissioners
Lake County, Florida

APPROVED AS TO FORM AND LEGALITY

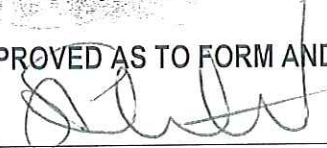
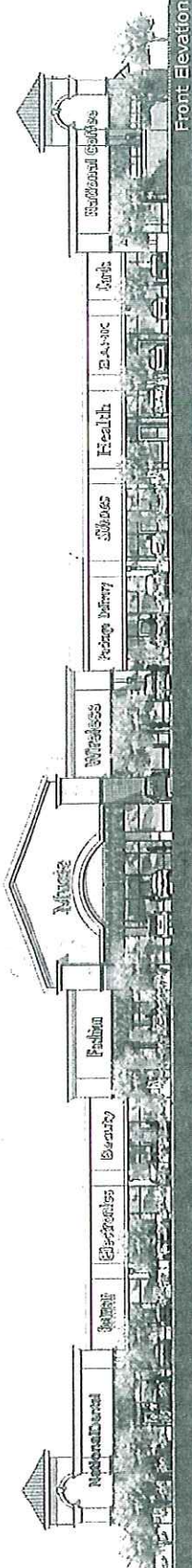

SANFORD A. MINKOFF, County Attorney

EXHIBIT "A"

THE SE ¼ OF NW ¼ OF SEC 25 TWP. 22S RGE. 26 E, LAKE COUNTY, FLORIDA; LESS AND EXCEPT THE FOLLOWING LANDS: R/W FOR SR 50; ALSO LESS AND EXCEPT: BEGIN AT THE SE CORNER OF THE NW ¼ OF SEC 25 TWP. 22S RGE. 26E, LAKE COUNTY, FLORIDA, THENCE N 89 DEG. 14'43" W, ALONG THE ¼ SECTION LINE, 448.64 FT; THENCE N 01 DEG 00'01" E 1260.31 FT TO THE S R/W LINE OF SR 50; THENCE S 89 DEG 45'47" E 448.64 FT ALONG SAID R/W LINE TO THE E LINE OF SAID ¼ SECTION; THENCE S 01 DEG 00'01" ALONG SAID ¼ SECTION LINE, 1,264.36 FT TO THE POB; ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED: THE W 100 FT OF THE SE ¼ OF NW ¼ OF SEC 25 TWP 22S RGE 26E, LAKE COUNTY, FLORIDA; PARCEL 2: (NON-EXCLUSIVE EASEMENT ESTATE) TOGETHER WITH THAT CERTAIN RESERVATION OF INGRESS AND EGRESS EASEMENT, OVER THE FOLLOWING DESCRIBED LAND: THE W 100 FT OF THE SE ¼ OF NW ¼ OF SEC 25 TWP. 22S RGE. 26E, LAKE COUNTY, FLORIDA, LESS AND EXCEPT THAT PART WITHIN THE R/W FOR SR 50.



Front Elevation



Rear Elevation

The image and design intent shown in this rendering are general in nature. Specific representations indicated here are for illustration purposes only and do not indicate final form, shape and color. The actual built project may vary from this rendering.

ADA
ARCHITECTS, INC.

Multi-Tenant Retail
Clermont, FL
04.28.08

DOUGLAS
DEVELOPMENT

Exhibit C

The quality of this image
is equivalent to the quality
of the original document.

**City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015**

Page 4

Commissioner Whitehead made a motion to recommend approval of the rezoning; seconded by Commissioner Martin. The vote was 4-2 to recommend approval, with Commissioners Proli and Hubbard opposing.

5. REQUEST FOR LARGE-SCALE COMP PLAN AMENDMENT

REQUEST: To change the future land use to Commercial.

APPLICANT: Staff

Senior Planner 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 agreement with the City was executed on April 19, 2005. Approximately one-half of the property is improved and is receiving water and sewer services from the City of Clermont. The remainder of the site is vacant and will be developed. The property, approximately 22.78 acres, is being developed as a shopping center and professional offices.

The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related request for a conditional use permit will create a City Planned Unit Development with limited C-1 & C-2 uses.

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 July.

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.

Commissioner Whitehead made a motion to recommend approval of the large-scale comprehensive plan amendment; seconded by Commissioner Martin. The vote was unanimous to recommend approval.

6. REQUEST FOR CONDITIONAL USE PERMIT

REQUEST: To allow a conditional use permit for a mixed-use Planned Unit Development with limited C-1 Light Commercial and C-2 General Commercial uses.

APPLICANT: Staff

Senior Planner Kruse presented the staff report as follows:

City of Clermont
MINUTES
PLANNING AND ZONING COMMISSION
May 5, 2015

Page 5

The proposed request is to grant a conditional use permit (CUP) for a mixed-use planned unit development (PUD) with a retail shopping center and outparcels for office use. This development is currently approved in Lake County. Staff has reviewed the Lake County PUD (Ordinance # 2009-8) and has transferred over to the new CUP/PUD those conditions and entitlements contained within the document.

Upon annexation, the property will receive the City's default zoning of Urban Estate (currently Planned Unit Development District in Lake County.) 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 conditional use permit for a mixed-use planned unit development zoning classification with limited C-1 & C-2 uses.

Commissioner Whitehead moved to recommend approval of the conditional use permit; seconded by Commissioner Smith. The vote was unanimous to recommend approval.

There being no further business, the meeting was adjourned at 7:00 pm.

Nick Jones, Chairman

ATTEST:

Rae Chidlow – Planning Specialist

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a mixed use Planned Unit Development with C-1 Light Commercial and C-2 General Commercial uses, at the following location:

LOCATION

Magnolia Center; 22.78 +/- acres located at the southeast corner of Highway 50 and Magnolia Pointe 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, May 5, 2015 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, May 26, 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
April 28 & May 21, 2015



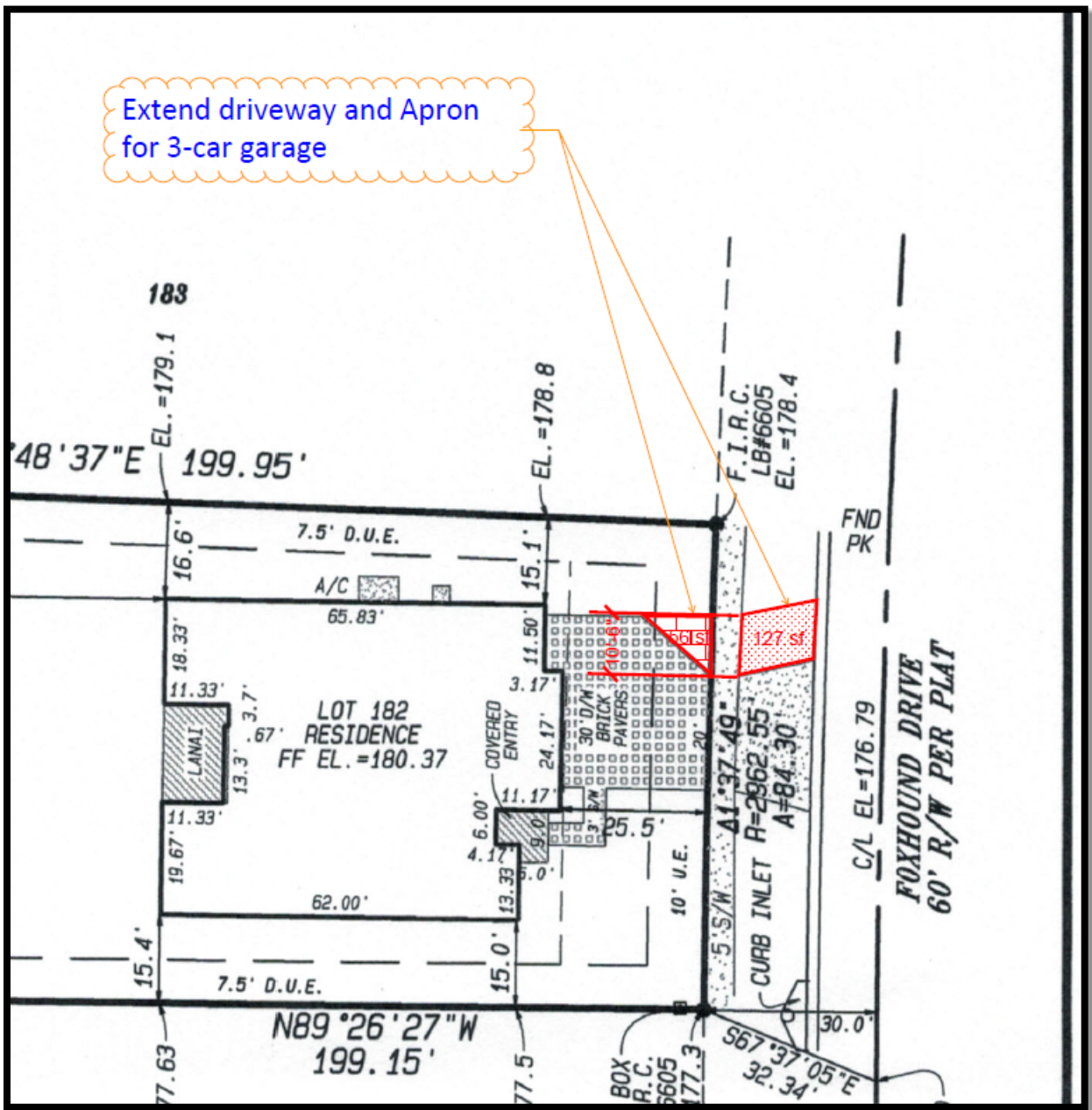
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, May 26, 2015		
Agenda Item Name		
Variance Request Marks		
Requested Action		
Move to deny variance request.		
Staff Report		
The applicant is requesting a variance to allow for a driveway access width greater than 20 feet, as limited in section 98-9(2)(a) of the Land Development Code. The applicant owns a home with a three-car garage. The entrances going into the garage area are 30 feet in width at the house. The driveway access at the property line is 20 feet in width, as required by LDC. The applicant would like to extend the paver area of the driveway to the width of 30 feet at the sidewalk. The applicant would then extend the driveway apron to an overall width of 36 feet at the curb. The applicant has indicated that adding this additional driveway area would allow for easier and safer entry/exit into the third garage, would prevent ruining the grass, and would enhance the driveway use in general. Section 86-174 of the Land Development Code requires a positive finding on eight items in order to grant the variance, and staff believes that four of the eight do not meet these findings. Therefore, staff recommends denial of the variance request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Site Exhibits	Marks Exhibits.docx	
2. Sec 86-174 Review Criteria	Marks Review Criteria.docx	
3. Variance Letter	Variance Letter.pdf	
4. Application	Application.pdf	
5. Legal ad	VAR Legal AD Marks.docx	

Wyatt Marks Variance



Wyatt Marks Driveway Variance

The requirements for a variance are as follows:

“Sec. 86-174, Review Criteria and Finding. When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:”

There are eight items that the applicant is required to respond to. Staff’s comments, based on the eight requirements for a positive finding as they relate to this request, are as follows:

FINDINGS:

- (1) Special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district;
Applicant response: *I purchased this home with the three car garage and would like to extend the width of the driveway to accommodate the garage entrances.*

Staff comments: *Many houses have been built with three car garages using a 20 foot wide approach from the driveway in the same zoning district.*

Negative finding

- (2) The condition giving rise to the requested variance has not been created by any person presently having an interest in the property;
Applicant response: *None*

Staff comments: *Staff believes that the applicant did not create a condition giving rise to the requested variance request. However, the applicant does have an interest in the property and the variance is being requested by applicant.*

Negative finding

- (3) Literal interpretation and enforcement of the land development code regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the land development code, and would work unnecessary and undue hardship on the applicant;
Applicant response: *None*

Staff comments: *Several houses in the area have 3 car garages and use the same 20 foot wide driveway approach.*

Negative finding

- (4) The variance request is not based exclusively upon a desire to reduce the cost of developing the site or otherwise economically founded;
Applicant response: *None*

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

Positive finding

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

Applicant response: None

Staff comments: Staff believes the variance request is reasonable and minimal to the structure. The lot is sufficient in width to support the additional driveway expansion.

Positive finding

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

Applicant response: None

Staff comments: The granting of the driveway expansion may encourage other homeowners with 3 car garages in the development to seek variance approval for the expansion of their driveways.

Negative finding

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

Applicant response: The increase in driveway width will allow ample parking and safer ingress/egress from the garage.

Staff comments: The expansion of the driveway should not diminish property values or alter the character of the surrounding area.

Positive finding

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

Applicant response: None

Staff comments: Staff feels that granting the variance will not be injurious to the surrounding properties or detrimental to the public welfare.

Positive finding

STAFF RECOMMENDATION:

Section 86-174 of the LDC requires a positive finding on eight items in order to grant a variance, and staff believes that **four** of the eight that do not meet these findings. Therefore, staff recommends denial of the variance request by the applicant to the Clermont Land Development Code.

Wyatt Marks
4204 Foxhound Dr
Clermont, FL 34711

May 1, 2015

City of Clermont
685 W Montrose St
Clermont, FL 34711

Variance Letter

To Whom It May Concern:

The intent of this letter is to explain why I would like to vary from Sec.54-78 subset (b), which indicates that the maximum width of access for residential driveways is 20 feet. I would like to extend the width of the paver portion of our driveway (by approximately 10 feet), so it aligns with our three-car garage.

The current limited width of the driveway apron makes it very difficult and nearly impossible to park my truck in the third car without ruining our yard. It's also challenging to wash cars and park any guest vehicles in the driveway.

Please consider my request.

Best Regards,

Wyatt Marks
407-256-3018



CITY OF CLERMONT
VARIANCE
Application

DATE: 5/1/2015

FEE: \$200.⁰⁰

PROJECT NAME (if applicable): _____

APPLICANT: WYATT MARKS

CONTACT PERSON: WYATT MARKS

Address: 4204 FOXHOUND DR

City: CLERMONT State: FL Zip: 34711

Phone: 407-256-3018 Fax: _____

E-Mail: WyattMarks@gmail.com

OWNER: WYATT MARKS

Address: 4204 FOXHOUND DR

City: CLERMONT State: FL Zip: 34711

Phone: 407-256-3018 Fax: _____

Address of Subject Property: 4204 FOXHOUND DR.

General Location: HUNTER'S RUN COMMUNITY
NEAR HANCOCK AND HARTWOOD

Legal Description (include copy of survey): CLERMONT, HUNTER'S RUN
PHASE 2 SUB LOT 102 PB 65 PG 44-46 102B/4494
PG 272

Land Use (City verification required): _____

Zoning (City verification required): _____



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:

SEC. 54-70

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

LIKE TO INCREASE MY DRIVEWAY APRON TO MATCH THE NUMBER
OF CARS I CAN PARK IN MY GARAGE.

How does the Code create a hardship? IT LIMITS THE DRIVEWAY APRON

TO ONLY 20 FT IN WIDTH.

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

Variance requested – subject and code section: SEC 54-78 DRIVEWAY
CONSTRUCTION STANDARDS

Sec. 86-174. Review criteria and findings.

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

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

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



CITY OF CLERMONT
VARIANCE

Application

Page 3

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

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

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

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

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



CITY OF CLERMONT
VARIANCE
Application
Page 4

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

WYATT MARKS
Applicant Name (print)

x Wyatt Marks
Applicant Name (signature)

WYATT MARKS
Owner Name (print)

x Wyatt Marks
Owner Name (signature)

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

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

City of Clermont
Development Services Department.
685 W. Montrose St.
P.O. Box 120219
Clermont, FL. 34712-021 9
(352) 394-4083 Fax: (352) 394-3542

LOT 182, HUNTER'S RUN PHASE 2, ACCORDING TO THE
PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGES 44-46
OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SCALE 1" = 40'

- SETBACK REQUIREMENTS ARE AS FOLLOWS:
FRONT=25.00'
SIDES= 7.50'
REAR= 25.00'
CORNER LOTS= 25.00'
FROM HARTWOOD MARSH ROAD= 50.00'

ELEVATIONS SHOWN HEREON ARE BASED
ON NATIONAL GEODETIC VERTICAL DATUM OF 1929.
- BEARINGS SHOWN HEREON ARE BASED ON THE
- RECORD PLAT, THE REAR LOT, LINE OF LOT 182,
- BEARING BEING N00°51'51"E
- LANDS SHOWN HEREON MAY NOT BE ABSTRACTED
- FOR EASEMENTS, RIGHTS-OF-WAY, DEED
- RESTRICTIONS, OR ADJOINERS OF RECORD.
- UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER
- STRUCTURES WERE NOT LOCATED BY THIS SURVEY
- BEARINGS AND DISTANCES SHOWN HEREON ARE PLAT
- AND FIELD MEASURED, UNLESS NOTED OTHERWISE.
- - F.C.M. LB # 6980 UNLESS NOTED OTHERWISE.
- ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT
- AGENCY FIRE MAP NO. 12069C 0565 D, EFFECTIVE
- 07/03/2002, THE PROPERTY DESCRIBED HEREON
- APPEARS TO LIE IN ZONE "X"-UNSHADED, AN AREA
- OUTSIDE THE 500 YEAR FLOOD PLAIN.

WYATT THOMAS MARKS AND JULIE LYNN MARKS
STANDARD PACIFIC OF CENTRAL FLORIDA
FIRST AMERICAN TITLE INSURANCE COMPANY

PROPERTY ADDRESS: 4160 FOXHOUND DRIVE

I HEREBY CERTIFY THAT THE MAP OF SURVEY SHOWN
HEREON IS IN ACCORDANCE WITH THE TECHNICAL
STANDARDS AS SET FORTH BY THE BOARD OF
PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17,
FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION
472.027, FLORIDA STATUTES.

ROBERT D. JOHNSTON LS NO. 5031

FLORIDA REGISTERED LAND SURVEYOR AND MAPPER. NOT
VALID WITHOUT THE SIGNATURE & THE ORIGINAL RAISED
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

A/C	- ARC LENGTH	D.	- ELEVATION	LB	- LICENSED BUSINESS	PK	- PK MAIL	S.T.A.C.	- SET 8" IRON ROD
A/C	- AIR CONDITIONING	EASHT	- EASEMENT	L.E.	- LANDSCAPE EASEMENT	P.R.C.	- PROPOSED	U.E.	- UTILITY EASEMENT
CONC	- CONCRETE	F.C.M.	- FLOW CONCRETE MONUMENT	L.S.	- LICENSED SURVEYOR	P.R.C.	- POINT OF REVERSE CURVE		- AND CAP (BARBERS)
CORNER	- CORNER	PF	- POLYUM IRON	N.R.	- NOT RECORDED	P.T.	- POINT OF TANGENT		- PROPOSED DRAINAGE FLOW
C.P.	- CENTER LINE	P.L.S.R.	- POLYUM 1/8" IRON ROD	N.T.S.	- NOT TO SCALE	R	- RADIUS	(M)	- CALCULATED MEASUREMENT
C.M.	- CONCRETE MONUMENT	P.O.R.C.	- POINT OF 8" IRON ROD & CAP	P.C.	- POINT OF CURVATURE	R.P.	- RADIAL POINT	(D)	- DEED OR DESCRIPTION
D.E.	- DRAINAGE EASEMENT	FNC	- FENCE	P.C.P.	- POINT OF COMPOUND CURVE	R/H	- RIGHT OF WAY	(M)	- FIELD MEASURED
D.U.E.	- DRAINAGE & UTILITY EASEMENT	FND	- FOUNO	P.C.P.	- PERMANENT CONTROL POINT	S/N	- SUDIAL		
D/V	- DRIVEWAY	FND NED	- FOUNO NAIL & DISC	P.I.	- POINT OF INTERSECTION				

DATE OF FIELD SURVEY	
PLOT PLAN	10/17/13
BOUNDARY	11/20/13
FORMBOARD	12/2/13
FOUNDATION	

FRANKLIN, HART & REID
CIVIL ENGINEERS - LAND SURVEYORS
 1368 EAST VINE STREET, KISSIMMEE, FL 34744
 PHONE 846-1216 FAX 846-0037

PROJECT INFORMATION
JOB NO. 139871
DRAWN BY: KLG
REVIEWED BY: RDJ
CERTS ADDED 6/5/2014



LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) To allow for the maximum width of a residential driveway access (driveway) to be greater than 20 feet – rather than the requirements in the Land Development Code, Section 98-9(2)(a); at the following location:

LOCATION

Alt. Key 3889824
4204 Foxhound Drive

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, May 26, 2015 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

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

Tracy Ackroyd, MMC
City Clerk

Daily Commercial
May 21, 2015