



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 8, 2019**

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. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

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| Item No. 1 - Meeting Minutes | Consider approval of the November 13, 2018 Council Meeting minutes. |
| Item No. 2 - 2019 Council Meeting Calendar | Consider approval of the 2019 City Council Meeting calendar. |
| Item No. 3 - Piggyback Purchase | Consider request to piggyback the Florida Sheriffs Association contract with Duval Ford, Coggin Ford, and Bozard Ford to purchase six vehicles in the total budgeted amount of \$155,846. |
| Item No. 4 - Bid Award | Consider approval of Request for Proposals award to Computers At Work!, Inc. d/b/a vTECH io to provide turnkey installation of WiFi solution in the negotiated budgeted amount of \$193,591.61 |
| Item No. 5 - Bid Award | Consider approval of Request for Qualifications award to Burkhardt Construction, Inc. for construction management at risk services for the downtown streetscape projects. |
| Item No. 6 - Event and Road Closure Request | Consider event and road closures request for the Clermont Downtown Partnership to host their annual "Downtown Clermont Home and Vintage Show" on February 23, 2019. |

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| Item No. 7 - Inter-local Agreement | Consider agreement with Lake County to provide uniform street addressing. |
| Item No. 8 - Parking Agreement Request | Consider agreement for additional inventory of public downtown parking. |
| Item No. 9 - Resolution No. 2019-04R | Consider approval of amendment to the Interlocal Service Boundary Agreement with Lake County to clarify portions of Schofield Road. |
| Item No. 10 - Resolution No. 2019-05R | Consider agreement for Construction of Water, Reuse and Force Main with Lennar Homes for Heritage Hills. |

UNFINISHED BUSINESS

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| Item No. 11 - Ordinance No. 2019-01 <i>Final Lakeview Preserve PUD</i> | Consider amending southern sidewalk condition as part of the original Planned Unit Development. |
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NEW BUSINESS

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| Item No. 12 - Variance Requests
<i>Lakeview Preserve</i> | The applicant is requesting variances: (1) to allow replacement trees of 3-inch caliper and (2) a reduction in the tree mitigation cost by 90 percent. |
| Item No. 13 - Resolution No. 2019-02R
<i>Clermont Indoor Soccer Complex</i> | Consider Conditional Use Permit to allow for a structure more than 20,000 square feet in the C-2 General Commercial zoning district for property located on the south side of State Road 50, just west of County Road 455. |
| Item No. 14 - Variance Requests
<i>Clermont Indoor Soccer Complex</i> | Consider variance request (1) to allow for a reduction of the minimum number of off street parking spaces requirements and (2) to allow for elimination of the required canopy trees in the perimeter landscape buffer along the western property line and (3) to eliminate the code requirement for all developments must be designed in accordance with the Clermont Architectural Design Standards for vacant property on the south side of State Road 50, west of CR 455. |

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Item No. 15 - Ordinance No. 2019-07 Introduction
Fuqua

Consider voluntary annexation of 115 +/- acres located southwest of the Hartwood Marsh Road and Hancock Road intersection.

Item No. 16 - Ordinance No. 2019-08 *Transmittal*
Fuqua

Consider a large scale comprehensive plan amendment to change the future land use from Lake County's Urban Low Density to the City's Low Density Residential for 115 +/- acre project.

ADJOURN

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the City Council or the city staff, and the City is not allowed by law to endorse the religious or non-religious beliefs or views of such speaker. Persons in attendance at the City Council meeting are invited to stand during the opening invocation and to stand and recite the Pledge of Allegiance. However, such invitation shall not be construed as a demand, order, or any other type of command. No person in attendance at the meeting shall be required to participate in any opening invocation that is offered or to participate in the Pledge of Allegiance. You may remain seated within the City Council Chambers or exit the City Council Chambers and return upon completion of the opening invocation and/or Pledge of Allegiance if you do not wish to participate in or witness the opening invocation and/or the recitation of the Pledge of Allegiance.

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

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

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
November 13, 2018

The City Council met in a regular meeting on Tuesday, November 13, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Council Members Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Brian Broadway gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Financial Reporting Award

Finance Director Van Zile announced the City received the Certificate of Achievement for Excellence award in financial reporting for the 30th consecutive year and recognized City employees Linda Piubeni, Michelle Davis, Tina Kilbury, and Pamela Brosonski.

PUBLIC COMMENTS

Charlene Forth, 939 W. Desoto Street, expressed concern for not being placed on the agenda. City Manager Gray explained Mrs. Forth submitted a non-specific request to discuss a prior decision made by the Council on a future Council Meeting agenda, which was sent to City Attorney Mantzaris' office. City Attorney Mantzaris advised the request was to discuss an item that the Council had already taken action on. However, it is not appropriate to place an item back on a future agenda once action has already taken place. Mrs. Forth expressed disagreement with the reasoning made by City Attorney Mantzaris.

Jan Sheldon, 1752 State Road 19, expressed support to preserve the Moonlight Players Theatre.

Helmut Michaelson, 2351 Fountain Avenue, congratulated Council Member Travis and Mayor Ash on their re-election.

Gary Salup, 3824 Glenford Drive, expressed support for Moonlight Players Theatre.

REPORTS

City Manager Gray noted the City will be closed on November 22 and November 23 for Thanksgiving. The swearing in of Seats 1, 3 and 5 will take place at the November 27 Council meeting. City Manager Gray requested for item 9 under consent agenda be pulled to be placed as the first item under New Business.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame commented on Veterans Day recognition throughout the city.

Council Member Brishke reported attending the Animal League Pet Parade Fundraiser on October 28 as a volunteer where she judged the costume contest.

Council Member Travis reported attending the Halloween 5K on October 28. She participated in the Mighty Warriors 5K with Chief Broadway, Sergeant Sayre, Officer Evans, Officer Jacobs, and Purchasing Director Suarez. Lastly, she worked for Habitat for Humanities after Election Day. She also attended the Taste of South Lake.

Mayor Ash thanked the residents of Clermont for re-electing her as Mayor. On October 24, she met with Channel 9 News at the Oakhurst neighborhood for filming regarding the Oakhurst project.

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Officer Colon received the 2018 National Hometown Hero Leif Erickson Award for the Oakhurst project. Later that day, she attended the staff luncheon for the City's Public Works employees. On October 25, she attended the grand re-opening of Winn Dixie. That evening, she attended the Citizens Academy at Public Works. On October 27, she attended the ceremony at the Seventh Day Adventist Church where she received a plaque for her service to the City. On October 28, she was at Belk's for their 130th anniversary. On October 31, she was at South Lake Montessori School for their annual celebration of "Historical Figures". The next evening, she attended the Citizens Academy at the Police Department. On November 8, she was at City Hall with City Manager Gray and Communications Director Deen to see the completion of the Christmas Tree at City Hall Park for the Light Up Clermont event on November 30. That same night, she was at the Historical Village for the Citizens Academy. On November 9, she attended a Veterans Day Ceremony at Lost Lake Elementary School and later that same day she attended another Veterans Day Ceremony at the Veterans Center in Clermont. On November 10, she attended the "Dancing under the Stars Gala" at the City's Arts and Recreation Center for New Beginnings. On November 11, she attended the 100th anniversary of the signing of the armistice ending World War I presented by the Daughters of the American Revolution. Later that day, she attended a Veterans Day ceremony in Heritage Hills. The Mayor acknowledged Clermont Firefighters Mike Rock, Blake McCorkle, Lieutenant Jeremiah Plasters, and Fire Marshal Jennifer Pierce for responding to Florida's panhandle after Hurricane Michael.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes

Consider approval of the following Council Meeting minutes: September 11, 2018, September 25, 2018, October 9, 2018 and October 23, 2018.

Item No. 2 – Legislative Priorities

Consider approval of the City of Clermont Legislative priorities list.

Item No. 3 – Surplus Request

Consider declaring end of life inventory as surplus from the Fire Department and dispose of in accordance with the Purchasing Policy.

Item No. 4 – Contract Award

Consider piggyback request to the Lake County B.C.C. contract with American Building Safety Associates, Inc. to provide building, electrical, mechanical, plumbing, and fire safety inspections and plan review services in the estimated annual budgeted amount of \$325,000.

Item No. 5 – Piggyback Purchase

Consider piggyback purchase of a vehicle from Coggin Ford off the Florida Sheriff's Association contract number FSA18-VEL16.0 and the applicable retrofitting from Tampa Crane & Body as a single/sole source purchase in the total budgeted amount of \$112,677.

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| Item No. 6 – Piggyback Purchase | Consider request to piggyback the Florida Sheriff’s Association contract number FSA18-VEL26.0 with Duval Ford Fleet Sales and Stingray Chevrolet to purchase vehicles in the budgeted amount of \$64,771. |
| Item No. 7 – Resolution No. 2018-48R | Consider request to discontinue charging the Fire Alarm Monitoring Fee and Commercial Occupancy Fire Inspection Fee. |
| Item No. 8 – Resolution No. 2018-50R | Consider re-appointing Council Member Travis to the Tourism Development Council Committee for a 4-year term beginning December 1, 2018. |
| Item No. 9 – Resolution No. 2018-51R | Consider the sale of City owned property generally located on Minneola Avenue. |
| Item No. 10 – CDBG Policy | Consider approval of policies required by Department of Economic Opportunity for the City’s Community Development Block Grant Program (CDBG) application. |
| Item No. 11 – Resolution No. 2018-52R | Consider adoption of the Complaint and Grievance Procedures per CDBG grant requirements. |
| Item No. 12 – Resolution No. 2018-53R | Consider adopting a policy for the protection of individuals engaging in non-violent civil rights demonstrations must be adopted per CDBG grant requirements. |

Council Member Goodgame moved to approve Consent Agenda items 1 through 8 and 10 through 12; seconded by Council Member Bates. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 13 – Ordinance No. 2018-38, *Final*

City Clerk Howe read Ordinance No. 2018-38 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, amending the City of Clermont Police Officers’ Pension Trust Fund, as adopted by Ordinance No. 304-C; providing plan benefit revisions; providing for severability of provisions; repealing all Ordinances in conflict herewith; and providing an effective date.

Finance Director Van Zile presented the request to provide an increase to the police pension contribution by the employees per the police officers collective bargaining agreement. This ordinance officially amends the code to include increases approved by the Council on October 23, 2018.

Mayor Ash opened the Public Hearing. There were no comments. Mayor Ash closed the Public Hearing.

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Council Member Bates moved to approve Ordinance No. 2018-38; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

NEW BUSINESS

Item No. 9 – Resolution No. 2018-51R,

City Clerk Howe read Resolution No. 2018-51R aloud by title only.

A Resolution of the City Council of the City of Clermont declaring surplus approximately .37 +/- acres (14,810.40 +/- Sq. Feet) of real property located on Minneola Avenue between Seventh and Eighth Streets, owned by the City and authorizing the sale thereof to the Art District, LLC for the purchase price of \$11.50 per square foot or approximately \$170,319.60 as determined by a final survey and authorizing the Mayor to execute the sale agreement and City Manager to perform all acts necessary and appropriate to close on the property as provided herein.

City Manager Gray clarified the request is not a rezoning request.

Economic Development Director Schmidt provided background of an opportunity for a pedestrian Art Walk to unite the waterfront with Montrose Street. The project was conceptual in nature like many of the Master Plan projects. At City Council's direction, staff advertised for a letter of interest, which had one response from Jayson Stringfellow. Mr. Stringfellow currently owns the piece of property formerly known as the Elks Lodge site, which the city leases from Mr. Stringfellow for parking. A portion of the property, .34 acres, could be realized for the public portion of the art walk and the other portion, another .34 acres, would be deployed to Mr. Stringfellow through an agreement for potential retail sites and live/work units. Over the next 120 days, the City will have the opportunity to clearly define the arrangement and bring the agreement back to Council. There would be no impeded access to business owners such as the Animal League. There is a proposed sidewalk. There is an issue of encroachment between an adjoining property owner and Mr. Stringfellow. The two parties have been in dialogue for potential access and easements. The agreement before the Council tonight is to allow City staff to engage with Mr. Stringfellow for the .34 acres for the purposes of the Art Walk District and to bring the matter back to Council. Mr. Stringfellow will decide what to do with his project. Mr. Stringfellow has not submitted formal plans to the City but has shared with the Council at prior workshops what the market could bear in terms of mixed-use opportunity for downtown.

City Manager Gray clarified this request is not discussing Mr. Stringfellow's project as it has not been submitted and will be noticed to the public when it comes before Council. There is a 120-day due diligence period in the agreement allowing for adjustments during that time but would return to Council for approval.

Mayor Ash opened the Public Hearing.

Eric Hall, 12344 Hammock Pointe Circle, inquired if the Moonlight Players Theatre was involved in the workshop discussing development of the land. City Manager Gray stated he spoke to Ms. Sheldon and made a commitment to her that the Moonlight Players Theatre would be notified of any public meetings and discussions. Mr. Hall requested more funding for the theatre.

Mayor Ash stated City Council agendas are posted on the City's website.

City Manager Gray clarified the City provided the Moonlight Players Theatre the opportunity to be the first to move into the Black Box Theater at the new Arts and Recreation Center when purchased and they chose not to. The City has been in communication with Moonlight Players Theatre over the years and has provided grant money previously to the theatre.

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Trista Felts, 1727 Chickadee Way, President of the Moonlight Players Club, stated she was misinformed originally regarding the request on the agenda and expressed concern for possible restrictions the theatre will face moving forward with the request.

Thomas Kline, 963 W. Juniata Street, former President of Moonlight Players Club, expressed concern with parking. City Manager Gray replied the City does have a parking plan.

Chris Ballard, owner of 775 Montrose, expressed concern for parking problem during triathlon events.

Patrick Bianchi, owner of 752 W. Montrose Street, asked what would stop the survey from encumbering more of the acreage. City Attorney Mantzaris replied the project could not encumber more of the acreage without city approval. City Manager Gray clarified any deviation would be brought back to council for discussion and decision. City Attorney Mantzaris further clarified the project has a due diligence period to work through any deviations with Council seeing the ultimate development of the entire project and surveys of each piece all at the same time before the final sale.

Patrick Bianchi, owner of 752 W. Montrose Street, stated a utility easement was granted for the new wine bar. He inquired if the easement will still be in place. City Attorney Mantzaris replied the property will be sold subject to all existing easements. Assistant City Manager Kinzler clarified the City did provide a small easement for water services adjacent to Montrose Street and will make sure to not conflict with the easements.

Jayson Stringfellow, Developer, remarked he is available to speak with Moonlight Players Theatre members and is available for any questions.

Mayor Ash closed the Public Hearing.

Council Member Goodgame, inquired if there could be a sidewalk connecting the entrance to Moonlight Players Theatre to the Art Walk. Mr. Stringfellow replied the goal is to connect the Art Walk to the existing theatre within the 10-foot pedestrian access.

Council Member Bates moved to approve Resolution No. 2018-51R; seconded by Council Member Travis. The motion passed with all members voting aye.

Item No. 14 – Code Enforcement Lien, 970 W. Juniata Street

City Attorney Mantzaris presented the request for a reduction or waiver an existing code lien, which came before Council previously. The property owner is Michelle Peters and the accrued lien amount is \$139,250. The respondent was not present the last time the code enforcement lien came before Council. The next step would be to foreclose on the lien to enforce payment. The City took the matter before the Special Magistrate to proceed with the foreclosure which authorization was granted to proceed with foreclosure. The initial violation had to do with housing violations along with electrical and plumbing violations, which originally went back to the Special Magistrate as a repeat violation. The lien accrued at \$250 per day from September 2015 to March 2017. The property is currently in compliance. Code Enforcement Officer Crain is present at the meeting to answer any questions. The lien is currently outstanding with the next step being for the Council to authorize foreclosure on the property then to proceed with title work on prior liens. The action staff is recommending is based on the prior direction from Council to move forward with enforcing the lien. The respondent is present at this meeting.

Michelle Peters, 12406 Lake Valley Drive, addressed the Council regarding the lien and possible foreclosure. Ms. Peters reviewed documentation and history of all injunctions going back to 2012.

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City Attorney Mantzaris inquired about the mortgage for the property. Ms. Peters replied the mortgage is approximately \$230,000.

City Attorney Mantzaris stated the Council would want to review prior liens and equity associated with the property. The City would be buying the right to pay off the first mortgage. If the foreclosure were to be authorized, the matter would return to Council with the instruction that the City cannot foreclose on the property because of the current mortgage. City Attorney Mantzaris suggested Council consider a lien reduction that is reasonable and appropriate as the property is in compliance.

Ms. Peters requested for a total pardon.

Bret Jones, 700 Almond Street, Real Estate Attorney, offered to work with the City pro-bono for a month towards a resolution for the property.

Council Member Goodgame inquired if the property is the homestead of Ms. Peters. Attorney Mantzaris stated the property is not her homestead.

Council Member Goodgame questioned the issuance of a Certificate of Occupancy for a property severely damaged. City Attorney Mantzaris replied the Certificate of Occupancy was issued when the house was built. If any structure of a house begins to deteriorate, then code enforcement officers look into the matter. During that process, minimal housing code violations were found however, minimal housing code violations do not always reach a level of inhabitable. This property was not declared unfit for human habitation.

Mayor Ash opened the Public Hearing.

Charlene Forth, 939 W. Desoto Street, expressed concern of the condition of this property.

Mayor Ash closed Public Hearing.

City Attorney Mantzaris clarified the property is currently in compliance with the City's code.

City Manager Gray stated the matter came before the Council twice for a request to reduce the lien however; Ms. Peters was not present previously.

Council Member Bates asked why she missed the first two meetings. Ms. Peters stated she was dealing with depression and one of the previous meetings she was stuck at work and unable to attend.

Council Member Travis asked if the Special Magistrate is recommending foreclosure. City Attorney Mantzaris clarified the Special Magistrate is not recommending a decision but is granting Council's request for authorization to foreclose.

Council Member Travis requested to verify the mortgage.

Council Member Brishke inquired about the second listed owner of the subject property. City Attorney Mantzaris stated the second owner was her ex-husband but a Quit Claim Deed was executed in 2016 deeding the property to her.

Mayor Ash expressed concern with losing money should the City choose to foreclose on the property. City Attorney Mantzaris stated he would not recommend foreclosing on the property unless the property had sufficient equity to cover the mortgage, which the subject property does not.

Council Member Brishke suggested revisiting granting a reduction instead of a foreclosure.

Council Member Goodgame expressed opposition to granting a reduction.

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Mayor Ash expressed concern towards the property owner's ability to pay a reduced lien and requested to postpone the matter for 3 months. City Attorney Mantzaris replied historically the Council has reduced previous liens to cover administrative expenses incurred by the City.

Council Member Brishke expressed support to reduce the lien to cover the administrative cost.

Mayor Ash inquired of recommendation to lower the lien amount to in order to cover the administrative cost with a 6-month time limit for payment. City Manager Gray estimated \$1,000 out of pocket City cost.

Council Member Travis expressed concern for possible repeat code violations.

Council Member Goodgame expressed agreement for a 6-month time limit for payment.

Mayor Ash re-opened the Public Hearing.

Willie Montgomery, 419 E. Desoto Street, expressed concern with penalizing the property owner for the property coming into compliance.

Tim Murry, 574 E. Desoto Street, expressed support to reduce the lien to administrative costs.

Mayor Ash closed the Public Hearing.

Mayor Ash stated the Council understands the property owner's situation while enforcing the City's code requirements.

City Attorney Mantzaris recommended Council set a due by date for the reduced lien amount instead of requiring monthly payments.

Council Member Bates moved to decrease the lien to \$1,000 to be paid over a year time by November 13, 2019; seconded by Council Member Goodgame for discussion.

Council Member Goodgame inquired if the property owner would have required monthly payments. City Manager Gray clarified the recommendation was to set a date for the reduced lien to be paid by.

City Attorney Mantzaris clarified the lien stays in place until payment.

The motion passed with all members present voting aye.

Mayor Ash recessed at 8:25pm. The meeting reconvened at 8:39pm.

Item No. 15 – Road Name Change

Economic Development Director Schmidt stated on October 18, 2018, the City held a workshop to discuss changing the street name from Bloxam Avenue to Dr. Martin Luther King, Jr. Boulevard. The request is to apply the street name change to all properties located along Bloxam Avenue within the city limits of the City of Clermont. Following the workshop, City staff placed this matter on the agenda for this Council Meeting and noticed all property owners along Bloxam Avenue, including Lake County School Board.

Tim Murry, 574 East Desoto Street, President of Christian Men in Action, presented his request for the street name change for Bloxam Avenue between Hooks Street and Division Street. The original request has been modified to only affect Bloxam Avenue between State Road 50 and Hooks Street. Mr. Murry provided a brief history on Dr. Martin Luther King, Jr. and provided a petition of signatures in support of the name change to the Council. Mr. Murry additionally requested a ceremony to be held on January 21, 2019 to commemorate the renaming of Bloxam Avenue to Dr. Martin Luther King, Jr. Boulevard.

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Economic Development Director Schmidt stated city staff met with the requestor and the affected City Departments concerning this matter. The United States Postal Service will continue to deliver and forward all mail to addresses at Bloxam. Staff's estimate for full implementation of the name change is 6 to 12 months.

The following expressed support for the proposed name change:

Betty Wilson, 1131 Bloxam Avenue
Alan Harris, 880 Crooked Branch Drive, South Lake Democratic Club
Hubert Harris, 568 West Highway 50
Carol Rosario, 640 South Grand Highway
Willie Montgomery, 419 East Desoto Street
Charlene Forth, 939 West Desoto Street

The following expressed opposition for the proposed name change:

George Leith, 909 Bloxam Avenue
Ricky Range, 634 Bloxam Avenue
Sherri Range, 634 Bloxam Avenue
James Montgomery, Jr., 640 Bloxam Avenue
Hamechand Ramsarup, 191 Bloxam Avenue
Ruby Ramsarup, 191 Bloxam Avenue
Robert Cardinal, 695 E Minnehaha Avenue
William Delaney, 10312 Lake Minneola Shores
Annie Lewis, 615 Bloxam Avenue
Lisa Jensen, 1636 Morning Star Drive
Terry Pitt, 944 5th Street

Mr. Murry provided an estimated cost from Lake County to change Bloxam Avenue to Martin Luther King, Jr. Boulevard and suggested improvements to the road on Bloxam Avenue to Highland Avenue.

Mayor Ash closed the Public Hearing.

Council Member Bates expressed support in honoring Dr. Martin Luther King, Jr. but expressed opposition with changing the name of Bloxam Avenue.

Council Member Travis inquired about ceremonial names for streets. City Manager Gray replied cities could designate a ceremonial name for streets so the physical address of that street does not change.

Council Member Goodgame expressed support for giving the ceremonial name of Dr. Martin Luther King, Jr. to US Highway 27. Mayor Ash clarified the City Council only has authority over city roads.

City Manager Gray stated city staff would look into making a ceremonial name change and bring back to the Council. City Attorney Mantzaris clarified if the Council decides to assign an honorary name to a city street then the City Manager will only need Council's approval to assign the name. However, if the Council wants to assign an honorary name to Highway 50 or US Highway 27 then the City Manager will need to bring the matter back to Council before proceeding with the honorary name.

Mayor Ash explained the proposed honorary name to Mr. Murry.

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Council Member Goodgame moved to approve assigning the honorary name of Dr. Martin Luther King, Jr. Boulevard to Bloxam Avenue from Hooks Street to Division Street; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 13 – Ordinance No. 2018-37, *Introduction, Waterfront Rezoning*

City Clerk Howe read Ordinance No. 2018-37 aloud by title only.

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

Council Member Bates moved to introduce Ordinance No. 2018-37; seconded by Council Member Brishke. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 9:47 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date			
Tuesday, January 8, 2019			
Agenda Item Name			
2019 Council Meeting Calendar			
Requested Action			
Staff Report			
The 2019 meeting calendar includes the regularly scheduled Council meetings on the 2nd and 4th Tuesday of each month. The 2nd meetings in November and December are requested to be cancelled due to the week of Thanksgiving and Christmas holiday. The calendar also includes monthly workshops, budget workshops and budget public hearings.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	2019 Council Calendar	2019 Council Calendar.pdf	

2019 COUNCIL MEETING CALENDAR

JANUARY	DATE
Regular Council Meeting	Tuesday, January 08, 2019
Workshop	Tuesday, January 15, 2019
Regular Council Meeting	Tuesday, January 22, 2019
FEBRUARY	DATE
Regular Council Meeting	Tuesday, February 12, 2019
Workshop	Tuesday, February 19, 2019
Regular Council Meeting	Tuesday, February 26, 2019
MARCH	DATE
Regular Council Meeting	Tuesday, March 12, 2019
Workshop	Tuesday, March 19, 2019
Regular Council Meeting	Tuesday, March 26, 2019
APRIL	DATE
Regular Council Meeting	Tuesday, April 09, 2019
Workshop	Tuesday, April 16, 2019
Regular Council Meeting	Tuesday, April 23, 2019
MAY	DATE
Regular Council Meeting	Tuesday, May 14, 2019
Workshop	Tuesday, May 21, 2019
Regular Council Meeting	Tuesday, May 28, 2019
JUNE	DATE
Regular Council Meeting	Tuesday, June 11, 2019
Draft Budget Highlights Workshop	Tuesday, June 18, 2019
Regular Council Meeting	Tuesday, June 25, 2019
JULY	DATE
Regular Council Meeting	Tuesday, July 09, 2019
Budget Workshop	Tuesday, July 16, 2019
Budget Workshop	Wednesday, July 17, 2019
Regular Council Meeting	Tuesday, July 23, 2019
AUGUST	DATE
Regular Council Meeting	Tuesday, August 13, 2019
Workshop	Tuesday, August 20, 2019
Regular Council Meeting	Tuesday, August 27, 2019
SEPTEMBER	DATE
First Budget Public Hearing	Thursday, September 5, 2019
Regular Council Meeting	Tuesday, September 10, 2019
Final Budget Public Hearing	Thursday, September 19, 2019
Regular Council Meeting	Tuesday, September 24, 2019
OCTOBER	DATE
Regular Council Meeting	Tuesday, October 08, 2019
Workshop	Tuesday, October 15, 2019
Regular Council Meeting	Tuesday, October 22, 2019

2019 COUNCIL MEETING CALENDAR

NOVEMBER	DATE
Regular Council Meeting	Tuesday, November 12, 2019
Workshop	Tuesday, November 19, 2019
CANCEL Regular Council Meeting	Tuesday, November 26, 2019
DECEMBER	DATE
Regular Council Meeting	Tuesday, December 10, 2019
Workshop	Tuesday, December 17, 2019
CANCEL Regular Council Meeting	Tuesday, December 24, 2019



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Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Piggyback Purchase		
Requested Action		
Request to approve a piggyback contract number FSA18-VEL26.0 from the Florida Sheriffs Association with Duval Ford, Coggin Ford, and Bozard Ford to purchase six vehicles.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1912-002 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 Florida Sheriffs Association contract number FSA18-VEL26.0 with Duval Ford, Coggin Ford, and Bozard Ford. The Florida Sheriffs Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$155,846 is included in the current year approved budget. Department Account Code. 45538-66400 \$66,206 - Stormwater 42535-66400 \$25,791 - Sewer 41533-66400 \$64,299 - Water		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	45538 Duval Ford F-250 4x2	45538 Duval Ford F-250 4x2.pdf
2.	45538 Duval Ford F-250 4x4	45538 Duval Ford F-250 4x4.pdf
3.	Coggins 42535 F250 4x2	Coggins 42535 F250 4x2.pdf
4.	Coggin 41533 F150	Coggin 41533 F150.pdf
5.	41533 Bozard Ford Escape	41533 Bozard Ford Escape.pdf

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT ENVIRONMENTAL SERVICES 352-241-0178 HWooding@clermontfl.org HEATHER WOODING		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	12/12/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 59	2019 FORD F-250 REG CAB 3/4 TON PICKUP TRUCK - 4X2 (F2A)	\$ 21,998.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	LINEX	SPRAY IN BEDLINER TO INCLUDE TOPS & BUMPER	\$ 1,035.00
0	RSB C2	READING UTILITY BODY- CLASSIC II	\$ 7,500.00
0	31B.31V	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	\$ 543.00
0	BUA	BACKUP ALARM	\$ 125.00
0	TAG	NEW CITY TAG	\$ 230.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 31,700.00
TOTAL QUANTITY			1
TOTAL PURCHASE			\$ 31,700.00

CITY OF CLERMONT

Prepared for:		Contract Holder	DATE:
CITY OF CLERMONT ENVIRONMENTAL SERVICES 352-241-0178 HWooding@clermontnfl.org HEATHER WOODING		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 (Cell) 910-622-6544 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	12/12/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 60	2019 FORD F-250 3/4 TON PICKUP TRUCK - 4X4 (F2B)	\$ 24,804.00
0	600A	XL TRIM PACKAGE	NC
0	996	V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	142	142" WHEEL BASE 8' BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	52B	ELECTRIC BRAKE CONTROLLER	\$ 269.00
0	LINEX	SPRAY IN BEDLINER TO INCLUDE TOPS & BUMPER	\$ 1,035.00
0	RSB C2	READING UTILITY BODY- CLASSIC II	\$ 7,500.00
0	31B.31V	SHIP THROUGH TO INCLUDE CERTIFICATION, WEIGHT SLIP, MSO & DEALER PDI	\$ 543.00
0	BUA	BACKUP ALARM	\$ 125.00
0	TAG	NEW CITY TAG	\$ 230.00
0			
0	Z1	EXTERIOR: OXFORD WHITE	NC
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 34,506.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 34,506.00



42535

QUOTE

Vendor: Coggin Ford
Address: 9650 Atlantic Blvd.
Jacksonville, FL 32225
Off # (904) 608-4240
From: NICHOLE MILLER
Email: EMILLER@COGGINAUTO.COM
FEID: 47-3473001

Requester: Heather Wooding
Date: 12/12/2018
Agency: CITY OF CLERMOUNT

Contact # 352-241-0178
E-Mail Hwooding@clermontfl.org

FSA Contract 18-VEL26.0

Spec#	Commodity	Description	Quantity	Unit Price	Extended Total
61		2019 F250 XL (X2A) 4X2	1	\$23,405.00	\$23,405.00
	Options		1		
	52B	ELECTRIC BRAKE CONTROLLER	1	\$269.00	\$269.00
	85S	SPRAY IN BEDLINER	1	\$539.00	\$539.00
	CV/HITCH	TRAILER TOW PACKAGE 2" BALL AND	1	\$1,225.00	\$1,225.00
		REMOVABLE RECIVER	1	\$0.00	\$0.00
	76C	BACK UP ALARM	1	\$138.00	\$138.00
	NEWT	NEW TAG	1	\$215.00	\$215.00
		Unless color is specified, the vehicle will be ordered White			
				TOTAL	\$25,791.00

Accepted By: _____
Date: _____



41533

QUOTE

Vendor: Coggin Ford
 Address: 9650 Atlantic Blvd.
 Jacksonville, FL 32225
 Off # (904) 608-4240
 From: NICHOLE MILLER
 Email: EMILLER@COGGINAUTO.COM
 FEID: 47-3473001

Requester: Heather Wooding
 Date: 12/12/2018
 Agency: CITY OF CLERMOUNT

Contact # 352-241-0178
 E-Mail Hwooding@clermontfl.org

FSA Contract 18-VEL26.0

Spec#	Commodity	Description	Quantity	Unit Price	Extended Total
53		2019 F150 XL (F1C) 4X2	1	\$19,375.00	\$19,375.00
	Options		1	\$0.00	\$0.00
	85A	POWER LOCKS AND WINDOWS	1	\$969.00	\$969.00
	96W	SPRAY IN BEDLINER	1	\$494.00	\$494.00
	85H	BACK UP ALARM	1	\$124.00	\$124.00
			1	\$0.00	\$0.00
			1	\$0.00	\$0.00
				\$0.00	\$0.00
				\$0.00	\$0.00
	NEWT	NEW TAG	1	\$215.00	\$215.00
				\$0.00	\$0.00
		TOTAL FOR ONE UNIT	1		\$21,177.00
	2 UNITS	Unless color is specified, the vehicle will be ordered White	2	TOTAL	\$42,354.00

Accepted By: _____

Date: _____



December 12, 2018

Heather Wooding
Environment Services Office Manager
Clermont

Jeff,

Bozard Ford is pleased to submit the following quote based on FSA Contract FSA 18-VEL26.0

Spec #28	2019 Ford Escape SE 4WD (U9G)	\$21,502.00
50C	Heavy duty floor mats	\$124.00
85T	Cargo area cover	\$134.00
NST	New state tag	\$185.00
Total		\$21,945.00

Sincerely,

Jeff Eason

Director of Government Fleet & Commercial Sales



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Request to approve contract between the City of Clermont and Computers At Work!, Inc. d/b/a vTECH io to provide turnkey installation of WiFi solution		
Staff Report		
The evaluation committee recommends approval of the above action. The Information Technology Department contacted the Purchasing Department to determine the most cost effective manner to provide a wireless (WiFi) solution throughout the city's downtown and waterfront park. The Purchasing Department issued a Request for Proposal (RFP) number 18-037 on July 26, 2018 to obtain a turnkey solution. The RFP was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were six (6) responses to the RFP. An evaluation committee composed of five (5) city staff members (four voting members and one non-voting member) reviewed, scored and ranked the proposals. The city's telecommunication consultant, Magellan Advisors, LLC., provided assistance throughout the process. Computers At Work!, Inc. d/b/a vTECH io (VTECH) was the top ranked firm selected for their qualifications, knowledge and field experience . The Purchasing Director entered into negotiations with VTECH which resulted in a reduction in price from \$212,098.83 to \$193,591.61 for a savings of \$18,507.22. The reduction in price did not affect the level of service or equipment. The work involves providing a full turn-key WiFi installation to deliver carrier grade services throughout the city's downtown event routes and along the waterfront trail. The successful respondent will provide hardware, software, installation services, and configuration solutions. The award recommendation is being made to the most qualified respondent, Computers At Work!, Inc. d/b/a vTECH io.		
Additional Analysis		
Fiscal Impact Summary		
The fiscal impact of \$193,591.61 is included in the current year approved budget. Department Account Code: 32559-66408-95114		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		

1.	RFP 18-037 Response Tabulation	RFP 18-037 Response Tabulation.pdf
2.	RFP 18-037 Evaluation Summary	RFP 18-037 Evaluation Summary.pdf
3.	RFP 18-037 Ranking Order	RFP 18-037 Ranking Order.pdf



RESPONSE TABULATION

RFP 18-037, TURNKEY INSTALLATION OF WIFI SOLUTION
DUE DATE/TIME: SEPTEMBER 6, 2018 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	ADDENDA 2	1-ORIGINAL, 5-COPIES
Frontier Communications of America, Inc. – Tampa, FL	Y	N	Y
Computers At Work!, Inc. d/b/a vTECH io – Naples, FL	Y	Y	Y
Empire Computing & Consulting, Inc. – Daytona Beach, FL	Y	Y	Y
SmartWave Technologies, LLC. - Alpharetta, GA	Y	Y	Y
Advanced Telecom Signal Boosters, LLC. d/b/a Advanced Telecom Systems, LLC. – Tampa, FL	Y	Y	N (Original not provided)
PC Solutions & Integration, Inc. – Miami, FL	Y	Y	Y

* Addenda 1 and 2 were not mandatory submittals with RFP response.



City of Clermont Evaluation Summary

RFP No. 18-037 PROJECT TITLE: Turnkey Installation of WiFi Solution

Meeting Location and Time:

September 28, 2018 at 10:00 AM 2nd Floor Conference Room

Evaluation Committee Members:

Don Dennis	Information Technology Director
Wayne Fountain	I.T. System Administrator
Shannon Schmidt	Economic Development Director
Stoney Brunson	Public Works Director
Freddy Suarez	Purchasing Director (non-voting member)

	Points Received	Points Received	Points Received	Points Received	Total Points
Frontier Comm.	57	47	53	30	187
vTECH	73	90	65	50	278
Empire Computing	72	71	62	39	244
SmartWave Tech.	55	88	65	64	272
Advanced Telecom	43	29	20	63	155
PC Solutions	38	25	47	55	165

Notes:

The Evaluation Committee decided to shortlist the following companies to conduct presentations:

Computers At Work!, Inc. d/b/a vTECH io

SmartWave Technologies, LLC.

Empire Computing & Consulting, Inc.

Information regarding the presentation, date, and time, will be provided by the Purchasing Department.



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

November 2, 2018

RFP 18-037, Turnkey Installation of WiFi Solution

Based on the presentations from shortlisted firms to the Evaluation Committee, the following is the ranking order of shortlisted firms.

Company Name	Ranking Order
Computers at Work! d/b/a vTECH io	1
Empire Computing & Consulting, Inc.	2
SmartWave Technologies, LLC.	3

The Purchasing Director, assisted by city staff, will proceed to negotiate a contract with the number one ranked respondent. In the event a contract cannot be negotiated with the number 1 ranked respondent, negotiations will discontinue and the Purchasing Director will start negotiations with the next ranked respondent.



AGENDA ITEM

Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Request to approve contract between the City of Clermont and Burkhardt Construction, Inc. to provide construction management at risk services for the downtown streetscape projects.		
Staff Report		
The evaluation committee recommends approval of the above action. The Purchasing Department issued a Request for Qualifications (RFQ) number 19-011 on October 24, 2018 to obtain construction management at risk services for downtown streetscape projects. The RFQ was fully competed, advertised and complies with the City of Clermont Purchasing Policy. There were two (2) responses to the RFQ. An evaluation committee composed of five (5) members (four voting members and one non-voting member) reviewed, scored and ranked the qualifications. Burkhardt Construction, Inc. was the company who received the highest score selected for their qualifications, knowledge and experience of similar streetscape projects. The Purchasing Director, with the assistance by city staff, will negotiate a Guaranteed Maximum Price (GMP) with the contractor during the pre-construction phase. The GMP will be brought back to the City Council for review and approval.		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact. A negotiated Guaranteed Maximum Price (GMP) will be brought back to Council for review and approval.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	RFQ 19-011 Response Tabulation	RFQ 19-011 Response Tabulation.pdf
2.	RFQ 19-011 Evaluation Summary	RFQ 19-011 Evaluation Summary.xlsx
3.	RFQ 19-011 Ranking Order	RFQ 19-011 Ranking Order.pdf
4.	RFQ 19-011 Award Recommendation	RFQ 19-011 Award Recommendation.pdf



RESPONSE TABULATION

RFQ 19-011, CONSTRUCTION MANAGEMENT AT RISK FOR DOWNTOWN STREETScape PROJECTS
DUE DATE/TIME: DECEMBER 6, 2018 AT 2:00 P.M. (EST)

COMPANY NAME	ADDENDA 1	ADDENDA 2	ADDENDA 3	1-ORIGINAL, 4- COPIES
Wright Construction Group, Inc. – Fort Myers, FL	Y	Y	Y	Y
Burkhardt Construction, Inc. – West Palm Beach, FL	Y	Y	N	Y

* Addenda 1, 2, and 3 where not mandatory submittals with response.

BURKHARDT CONST. INC

Criteria

TAB A - Introduction Letter

TAB B - License and Insurance

TAB C - Profile of Firm

TAB D - Relevant Construction Experience

TAB E - Personnel and Team Experience

TAB F - Approach to Project and Project Management

TAB G - Financial Capability

TAB H - Physical Location of Business

TAB I - Quality of Submittal

Wright Construction Group

Criteria

TAB A - Introduction Letter

TAB B - License and Insurance

TAB C - Profile of Firm

TAB D - Relevant Construction Experience

TAB E - Personnel and Team Experience

TAB F - Approach to Project and Project Management

TAB G - Financial Capability

TAB H - Physical Location of Business

TAB I - Quality of Submittal

	Total			Evaluator 1			Evaluator 2
Weight	Score	Percent	Points	Score	Percent	Points	Score
4.95%	4.5 of 5	4.46%	4.46 of 4.95 pts	4 of 5	3.96%	3.96 of 4.95 pts	5 of 5
0.05%	0.75 of 1	0.04%	0.04 of 0.05 pts	1 of 1	0.05%	0.05 of 0.05 pts	1 of 1
15%	4.75 of 5	14.25%	14.25 of 15 pts	5 of 5	15%	15 of 15 pts	5 of 5
20%	5 of 5	20%	20 of 20 pts	5 of 5	20%	20 of 20 pts	5 of 5
20%	4.75 of 5	19%	19 of 20 pts	5 of 5	20%	20 of 20 pts	5 of 5
10%	5 of 5	10%	10 of 10 pts	5 of 5	10%	10 of 10 pts	5 of 5
15%	4.75 of 5	14.25%	14.25 of 15 pts	5 of 5	15%	15 of 15 pts	5 of 5
5%	0 of 5	0%	0 of 5 pts	0 of 5	0%	0 of 5 pts	0 of 5
10%	4.75 of 5	9.5%	9.5 of 10 pts	5 of 5	10%	10 of 10 pts	5 of 5
	34.25 of 41	91%	91.49 of 100 pts	35 of 41	94%	94.01 of 100 pts	36 of 41

	Total			Evaluator 1			Evaluator 2
Weight	Score	Percent	Points	Score	Percent	Points	Score
4.95%	4.5 of 5	4.46%	4.46 of 4.95 pts	5 of 5	4.95%	4.95 of 4.95 pts	4 of 5
0.05%	0.5 of 1	0.03%	0.03 of 0.05 pts	1 of 1	0.05%	0.05 of 0.05 pts	1 of 1
15%	4 of 5	12%	12 of 15 pts	5 of 5	15%	15 of 15 pts	4 of 5
20%	3.5 of 5	14%	14 of 20 pts	4 of 5	16%	16 of 20 pts	3 of 5
20%	4 of 5	16%	16 of 20 pts	4 of 5	16%	16 of 20 pts	3 of 5
10%	3.5 of 5	7%	7 of 10 pts	4 of 5	8%	8 of 10 pts	3 of 5
15%	4.25 of 5	12.75%	12.75 of 15 pts	5 of 5	15%	15 of 15 pts	3 of 5
5%	0 of 5	0%	0 of 5 pts	0 of 5	0%	0 of 5 pts	0 of 5
10%	4.25 of 5	8.5%	8.5 of 10 pts	5 of 5	10%	10 of 10 pts	3 of 5
	28.5 of 41	75%	74.73 of 100 pts	33 of 41	85%	85 of 100 pts	24 of 41

Evaluator 3			Evaluator 4			
Percent	Points	Score	Percent	Points	Score	Percent
4.95%	4.95 of 4.95 pts	4 of 5	3.96%	3.96 of 4.95 pts	5 of 5	4.95%
0.05%	0.05 of 0.05 pts	0 of 1	0%	0 of 0.05 pts	1 of 1	0.05%
15%	15 of 15 pts	4 of 5	12%	12 of 15 pts	5 of 5	15%
20%	20 of 20 pts	5 of 5	20%	20 of 20 pts	5 of 5	20%
20%	20 of 20 pts	4 of 5	16%	16 of 20 pts	5 of 5	20%
10%	10 of 10 pts	5 of 5	10%	10 of 10 pts	5 of 5	10%
15%	15 of 15 pts	4 of 5	12%	12 of 15 pts	5 of 5	15%
0%	0 of 5 pts	0 of 5	0%	0 of 5 pts	0 of 5	0%
10%	10 of 10 pts	4 of 5	8%	8 of 10 pts	5 of 5	10%
95%	95 of 100 pts	30 of 41	82%	81.96 of 100 pts	36 of 41	95%

Evaluator 3			Evaluator 4			
Percent	Points	Score	Percent	Points	Score	Percent
3.96%	3.96 of 4.95 pts	4 of 5	3.96%	3.96 of 4.95 pts	5 of 5	4.95%
0.05%	0.05 of 0.05 pts	0 of 1	0%	0 of 0.05 pts	0 of 1	0%
12%	12 of 15 pts	3 of 5	9%	9 of 15 pts	4 of 5	12%
12%	12 of 20 pts	3 of 5	12%	12 of 20 pts	4 of 5	16%
12%	12 of 20 pts	4 of 5	16%	16 of 20 pts	5 of 5	20%
6%	6 of 10 pts	3 of 5	6%	6 of 10 pts	4 of 5	8%
9%	9 of 15 pts	4 of 5	12%	12 of 15 pts	5 of 5	15%
0%	0 of 5 pts	0 of 5	0%	0 of 5 pts	0 of 5	0%
6%	6 of 10 pts	4 of 5	8%	8 of 10 pts	5 of 5	10%
61%	61.01 of 100 pts	25 of 41	67%	66.96 of 100 pts	32 of 41	86%



Points

4.95 of 4.95 pts

0.05 of 0.05 pts

15 of 15 pts

20 of 20 pts

20 of 20 pts

10 of 10 pts

15 of 15 pts

0 of 5 pts

10 of 10 pts

95 of 100 pts



Points

4.95 of 4.95 pts

0 of 0.05 pts

12 of 15 pts

16 of 20 pts

20 of 20 pts

8 of 10 pts

15 of 15 pts

0 of 5 pts

10 of 10 pts

85.95 of 100 pts



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

December 18, 2018

RFQ 19-011, Construction Management at Risk for Downtown Streetscape Projects

The Evaluation Committee has chosen to rank the responses based on the scores received during the evaluation.

Company Name	RFQ Eval.	Ranking Order
Burkhardt Construction, Inc.	91 of 100	1
Wright Construction Group, Inc.	75 of 100	2



FREDDY L. SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
DECEMBER 18, 2018
RFQ 19-011 – CONSTRUCTION MANAGEMENT AT RISK FOR DOWNTOWN
STREETSCAPE PROJECTS

The Purchasing Director and the Evaluation Committee is recommending award to the number one ranked company, Burkhardt Construction, Inc.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Event and Road Closure Request		
Requested Action		
Recommend approval of the Clermont Downtown Partnership to host their annual "Downtown Clermont Home and Vintage Show".		
Staff Report		
The Clermont Downtown Partnership is requesting road closures on Saturday, February 23, 2019 at 8:00 a.m. through 5:00 p.m. which would include time for setup and take down for the event. Road Closure requests are to include: -Montrose Street in front of City Hall between 7th Street and Lake Avenue -Montrose Street at the previous police station driveway/entrance -8th Street at Montrose Street -8th Street at Minneola Ave -7th Street at Montrose Street -7th Street at Desoto Street The Clermont Downtown Partnership has agreed to comply with all personnel requirements from the City of Clermont.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2-23-19Home and Vintage Show	2-23-19Home and Vintage Show.pdf



APPLICATION FOR SPECIAL EVENTS PERMIT

PLEASE TYPE OR PRINT CLEARLY

Today's Date 12/10/18
Name of Event Downtown Clermont Home + Vintage Show
Date(s) of Event 2/23/19 Estimated Attendance: 3000
Event Start Time: 10:00 am Event End Time: 3:00 pm
Before Event Setup Time: 8:00 am After Event Cleanup Time: 5:00 pm
Name of Organization/Applicant Clermont Downtown Partnership

The refundable deposit will be made payable and mailed to the name and address of the applicant listed

Check Type of Organization ☐ Resident ☐ Non Resident ☒ Non-Profit ☐ Business

Non-Profit documentation must be provided with application.

Tax Exempt ☐ Yes ☒ No If yes, provide Tax Exempt # _____

If Yes, you must provide your Tax Exempt Certificate with application.

Federal ID # or Driver's License # 59-3749760

Event Contact Sandy Farnsworth Email Sandy@clermontdowntownpartnership.com

Day Phone 352-617-8788 Cell Phone 352-617-8788

Address Po Box 120734 City Clermont State FL Zip 34712

Secondary Contact Erika Shanoff Phone # 908-670-2305

Briefly Describe Event: 100 Vendor booths with home vintage, and crafts. Food trucks, music, Kid zone

Location of Event on City Property: ☐ A ☐ B ☐ C ☒ D ☐ Map 1 ☒ Map 2

Please choose A, B, C, or D on MAP 1 or MAP 2

Other Location: _____

PLEASE COMPLETE THE FOLLOWING QUESTIONNAIRE AND RETURN WITH YOUR APPLICATION

Alcohol Served: ☐ Yes ☒ No

If Yes, State Alcoholic Beverage License REQUIRED for sale for alcoholic beverages 1-800-375-6975 and approval from the City of Clermont City Manager and Council.

Canopy/Tent Use: ☒ Yes ☐ No Size of Tent* 10X10

*Tents larger than 900 sq. ft. will require an additional permit

Electrical Use: ☒ Yes ☐ No Describe the need: minimal vendor usage
Additional permits may be required based on use

Electrical Power Provided: ☒ Generator ☐ Temporary Power Drop ☐ Property Power

Gas Fueled Equipment: ☐ Yes ☐ No Describe Use: _____

If Yes, subject to permits as required by the Building/Fire Safety Division.

Fuel Source ☒ Propane ☐ Natural Gas ☐ Diesel Fuel ☐ Gasoline

Cooking Equipment Use: ☐ Yes ☐ No

If Yes, subject to approval as required by the Florida DBPR, Division of Hotels and Restaurants. Contact number 1-850-487-1395

Cooking Types: ☐ Fryers ☒ Propane Grill ☐ Charcoal Grill ☒ Concession Trailer ☒ Food Trucks

Insurance may be required by provider

Rides: ☒ Yes ☐ No

Ride Types: ☐ Mechanical ☒ Bounce Houses ☐ Animals

Insurance may be required by provider

Pyrotechnic/Fireworks Displays: ☐ Yes ☒ No

If Yes, requires separate approval process completed by Company with the Fire Prevention Division.
The release of Sky Lanterns is not permitted under state law.

Streets to be Closed or Traffic Control: ☐ Yes ☐ No W. Montrose St - City Hall to Live + Tate
Written submission for road closure is required and will require city council approval

Fire or Law Enforcement Stand-by Requested: ☐ Yes ☒ No

If Yes, requires separate approval process completed by applicant with the Clermont Police Department and Clermont Fire Department.
Law enforcement or fire/ems stand-by may be required by the City for certain events/activities and at the applicant's cost.

Live Television or Radio Broadcast: ☐ Yes ☒ No

DJ, Band, Music or Sound Amplification Devices: ☒ Yes ☐ No

Describe: DJ or Soloist

If loud sounds are created that require a permit under the City Noise Ordinance, a letter requesting a permit for such activity must accompany this permit application.

Banners or Attention Getting Devices: ☐ Yes ☒ No

If Yes, Attention Getting Devices and Banners require a separate permit with the Building/Fire Safety Division. Temporary signage is not permitted in right-of-ways.

SPECIAL EVENTS COST ESTIMATOR

DATE OF EVENT:

REFUND MAILING

Street Address

City

ST

Zip

352 - 617-8788

Application Fee and deposit are due upon submission

Final payment is due 14 days prior to event date.

Final payment not received by the due date will be assessed a 10% late payment fee per week on balance due.

	NON-PROFIT/ RESIDENT RATE	BUSINESS/ NON-RESIDENT RATE	SPECIAL INSTRUCTION	FEE
Application Fee	\$10	\$10	Non-Refundable	\$10
CITY PROPERTY:				
HIGHLANDER BUILDING AND PAVILION ~ AREA A (BLUE)				
Deposit	\$250	\$250	Refundable	
Hourly Fee	\$100	\$200	Per Hour (2 Hour Minimum)	
Daily Fee	\$700	\$1100		
PARK AREA ~ AREA B (RED)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
WATERFRONT ~ AREA C (YELLOW)				
Deposit	\$350	\$350	Refundable	
Hourly Fee	\$200	\$300	Per Hour (2 Hour Minimum)	
Daily Fee	\$1500	\$2500		
Each Consecutive Day	\$1200	\$2000		
CITY HALL PARK - DOWNTOWN ~ AREA D (GREEN)				
Deposit	\$150	\$150	Refundable	
Hourly Fee	\$25	\$50	Per Hour (2 Hour Minimum)	
Daily Fee	\$200	\$300		
~ ADDITIONAL FEES ~ TO BE DETERMINED BY CITY STAFF				
Additional City Staff	\$25	\$25	Per Person, Per Hour	
Public Works Event Staff	\$25	\$25	2 hr. min, per staff	
Police Officer	\$30	\$30	4 hr. min, Per Officer	
Fire/ EMS	\$60	\$60	4 hr. min, 2 staff min	
Fire Boat in the Water	\$100	\$100	Per Hour	
Sales Tax				
GRAND TOTAL				0

Resident/Non-Profit rate is defined as

- A resident or land owner located in the Clermont city limits
- A business located in the Clermont city limits
- Be an organization/business that is active and currently registered with the Florida Division of Corporations. Applicant must be a registered agent, representative, or board member of the organization/business.

**Non-Profits must provide business license, proof of non-profit status (5013C)*

Non-Resident/Business rate is defined as

- Applicant resides outside the Clermont city limits
- Business is located outside the Clermont city limits

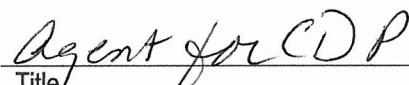
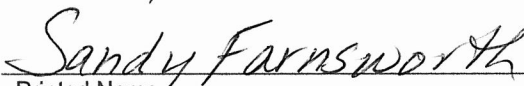
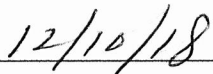
**Clermont Residents are not permitted to use 'Resident' status if the business is located outside of the city limits*

All businesses, vendors, etc., must provide a Certificate of Liability with a minimum coverage of \$1,000,000 Comprehensive General Liability Insurance naming the City of Clermont as additionally insured

PLEASE NOTE: The issuance of a Special Events Permit from the City shall NOT relieve any person from the duty to secure other City, State or County permits or approvals as may be required to include, but not be limited to, Department of Business and Professional Regulation, Health Department, tent permits, fireworks permit, attention getting device permits, business tax receipt, etc. The applicant agrees that no advertising for the event shall occur until this Special Event Permit has been approved. If any information is found to be false, incomplete or misrepresented, such fact is just cause for the immediate revocation of any permit issued. In addition, failure to correct any on-site condition or code violation as identified by the City staff will result in revocation of the permit and/or code enforcement fines.

Indemnification, Insurance and Additional Costs

The applicant and any other persons, organizations, firms or corporations on whose behalf the application is made agree that they will jointly and severally indemnify and hold the City harmless against liability, including court costs and attorney's fees, and attorney's fees on appeal, for any and all claims for damage to property, or injury to or death to persons, arising out of or resulting from the issuance of the permit or the conduct of the Special Event. The applicant may be required to provide insurance, as determined by the Risk Manager. In that case, the City shall be named as an Additional Insured. The applicant also agrees to reimburse the City for all costs due to damage, or use of City resources that are unanticipated but required to support this event.

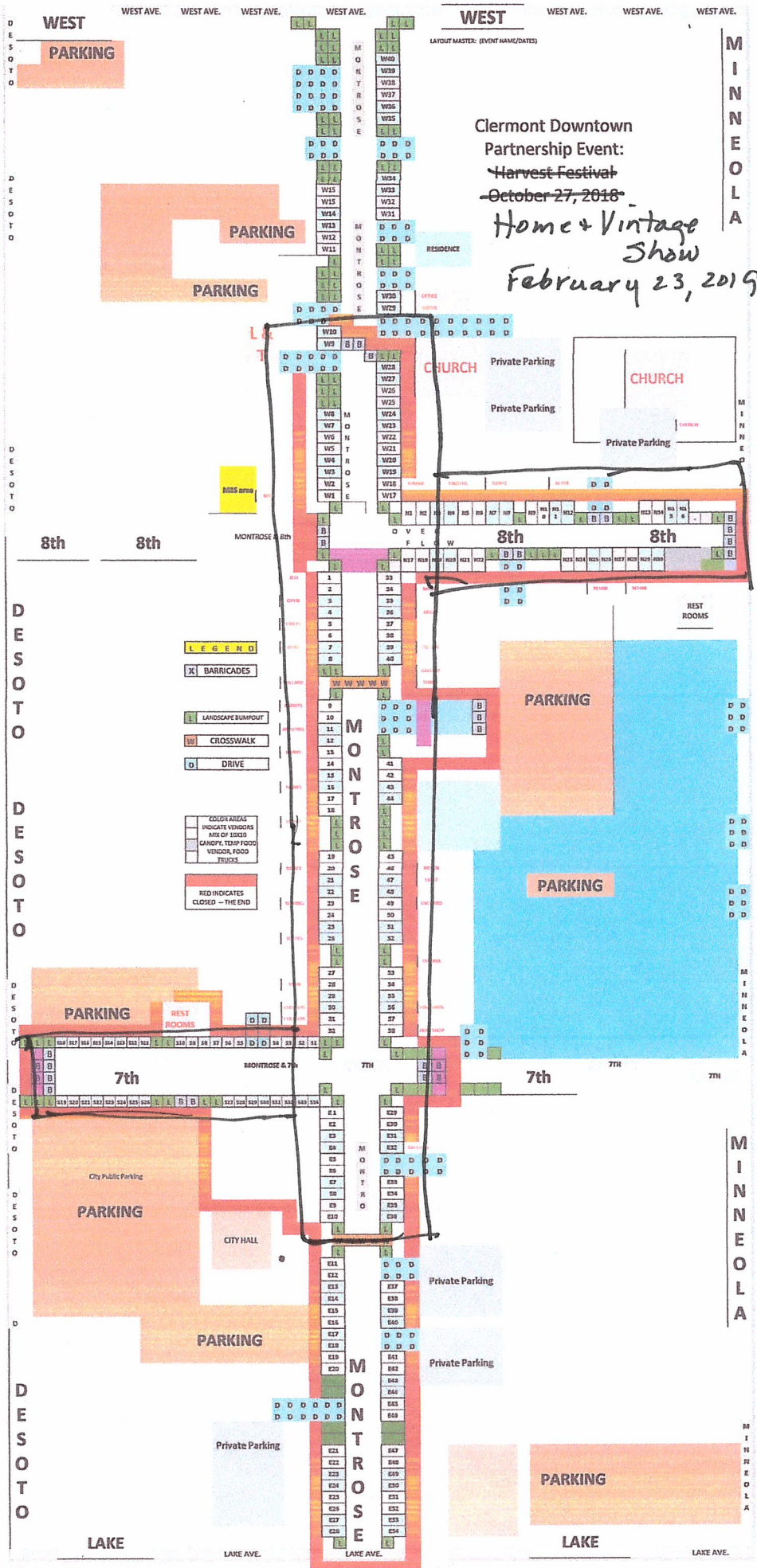
 Applicant's Signature	 Title
 Printed Name	 Date

*****FOR CITY DEPARTMENT REVIEW ONLY*****

Department / Division Routing:

- | | | |
|----------------------|----------------------------------|----------------------------|
| a) Police Department | b) Development Services Dept. | c) Public Works Department |
| d) Fire Department | e) Parks & Recreation Department | |

Provide email comments back to City within 7 calendar days of application receipt by the City. Comments need to include a specific denial or approval of the permit and any specific conditions required to be met or listed on the permit.





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Inter-local Agreement		
Requested Action		
Recommend approval of the interlocal agreement with Lake County to provide addressing for the City.		
Staff Report		
In order to provide consistency and efficiency, Lake County has offered to provide uniform street addressing for properties within the limits of the City of Clermont. Through this interlocal agreement, it establishes the obligations of Lake County and the City of Clermont. City and County staff have been working on bringing this agreement forward in hopes to streamline and provide efficient addressing for all new properties within the City. The fees in Attachment A of the agreement will be incorporated into the review fees and paid by the developer/builder. Staff is in support of this interlocal agreement and recommends approval.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. agr w. Clermont_12_5_18 agr w. Clermont_12_5_18.docx		

**INTERLOCAL AGREEMENT
BETWEEN LAKE COUNTY, FLORIDA
AND CITY OF CLERMONT, FLORIDA
FOR LAKE COUNTY ADDRESSING**

THIS INTERLOCAL AGREEMENT (“Agreement”) by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, and the CITY OF CLERMONT, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred to as “CITY”, for processing Lake County addressing within the limits of the City.

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

WHEREAS, the CITY requests the COUNTY administer and process Lake County addressing within the limits of the City of Clermont; and

WHEREAS, having the COUNTY administer and process Lake County addressing within the limits of the CITY would encourage intergovernmental coordination and would reduce risk of inconsistencies in addressing patterns; and

WHEREAS, entry of this Agreement is in the best interests of both parties.

NOW THEREFORE, IN CONSIDERATION of the mutual understandings, conditions and covenants provided for herein, the parties agree as follows:

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

2. **County’s Obligations.**

A. Pursuant to the terms of this Agreement, the COUNTY agrees to process Lake County addressing within the limits of the City of Clermont, Florida.

- B. The COUNTY shall furnish computing equipment, software, and personnel required to maintain addressing and GIS databases. The COUNTY will operate and maintain the addressing system and standards in accordance with ordinances as enacted by the COUNTY.
- C. The COUNTY properties annexed into the CITY may be subject to an address change if it is determined by service providers that existing addresses of the surrounding area would create a confusing addressing system.

3. City's Obligations.

- A. Upon the effective date of this Agreement, CITY agrees all new addresses issued to residents of the City of Clermont, Florida shall be processed by the COUNTY and shall meet the COUNTY's addressing standards. The COUNTY's addressing standards are codified in Lake County Code, Chapter 18, Article V entitled "Uniform Street Addressing System". The COUNTY agrees to notify the CITY after adoption by the Board of County Commissioners of an ordinance modify the addressing standards set forth in Lake County Code, Chapter 18, Article V.
- B. The CITY shall appoint a person to serve as a liaison for purposes of receiving and disseminating information within the CITY's limits and for reporting needs, complaints or other information to the COUNTY, particularly to notify the Lake County Office of Public Safety of new structures, subdivisions, or other property within the CITY's limits which may require addressing and of any new or realigned routes (streets, highways, roads, etc. by whatever designation), and cooperate in identifying the same for geocoding by the COUNTY. The reporting and accuracy of this information is the sole responsibility of the CITY and the CITY will assume full liability as it relates to city address reporting and verification. The CITY's

liaison will consult and cooperate with the COUNTY in the assignment of street names, ranges and addresses in order to avoid unnecessary changes and to make addressing consistent, unique and unambiguous.

- C. The CITY agrees to provide the COUNTY a digital copy of the CITY's addressing grid, or if unavailable, any documents or knowledge that would assist in recreating this grid digitally to be used to address for the CITY and to do so with the CITY's current addressing grid.
- D. Upon written invoice from the COUNTY, the CITY agrees to pay the COUNTY a uniform street addressing fee and plan review fee, per address. The parties agree the fee(s) will be in accordance with schedule attached hereto as Attachment "A" and incorporated herein. In the event the Lake County Board of County Commissioners adopts a resolution establishing, or otherwise approves, a municipality addressing fee(s), the COUNTY will provide notice the CITY and the CITY agrees to pay the municipality addressing fee(s) established by such resolution or Board approval. The parties agree and acknowledge that the fees are subject to change during the term of this Agreement. Payment shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. When an addressing problem or discrepancy regarding addressing or road naming appears, the CITY will be responsible for the enforcement and requirement of residential and commercial buildings within the City's limits to comply with Lake County addressing standards and requirements (i.e. use of approved road name, duplication, postings, signs, changes). Nothing in this Agreement, provides the

COUNTY or its employees with authority to enforce the provisions of Lake County Code, Chapter 18, Article V within the City's limits.

- F. The CITY agrees to notify its residents of changes address numbers on signs and buildings within CITY's boundaries when the COUNTY determines changes to current addressing are warranted to remedy inconsistencies or to otherwise confirm with the addressing system.

4. Term and Termination. This Agreement shall become effective on the effective date and shall remain in full force and effect unless terminated or amended by a written document executed by both parties. Either party shall have the right to terminate this Interlocal Agreement with or without cause upon thirty (30) days written notice to the other party.

5. Modifications. Unless otherwise specified herein, no modification, amendment, or alteration of the terms or conditions contained herein shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

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

7. Notices.

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

COUNTY
County Manager
P.O. Box 7800
Tavares, Florida 32778

CITY
City Manager
685 W. Montrose Street
Clermont, Florida 34711

Copy to:
Lake County Office of Public Safety
P.O. Box 7800
Tavares, Florida 32778

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

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

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

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

9. **Effective Date.** This Agreement shall become effective upon the date the last party hereto executes it ("effective date").

10. **Recording.** The parties agree that this Interlocal Agreement may be recorded in the Official Records of Lake County, Florida, at the option of the CITY, at CITY's expense.

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

INTERLOCAL AGREEMENT BETWEEN LAKE COUNTY AND CLERMONT FOR LAKE COUNTY ADDRESSING

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This _____ day of _____, 2019

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to Form and Legality:

Melanie Marsh, County Attorney

CITY

CITY OF CLERMONT, FLORIDA

ATTEST:

Tracy Ackroyd Howe, City Clerk

Gail L. Ash, Mayor

This _____ day of _____, 2019.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

ATTACHMENT A

PUBLIC SAFETY SUPPORT	FEE
Public Safety Plan Review Fees	
Conditional Use Permit (CUP) Review	\$ 51.00
Rezoning Review	\$ 51.00
Lot Split Review	\$ 51.00
Developer's Agreement Review	\$ 51.00
General Development Review - Presubmittal	\$ 103.00
Subdivision Applications - Preliminary Plat Review	\$ 154.00
Minor Site Plan Review	\$ 154.00
Major Site Plan Review	\$ 154.00
Field Visit Review/Research	\$ 103.00
Uniform Street Addressing Fees	
Address Assignment (GIS)	\$ 20.00
Road Name Reservations (per road)	\$ 97.00
Road Naming/Renaming (per petition)	\$ 150.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Parking Agreement Request		
Requested Action		
Staff Report		
Staff has initiated this Parking Agreement Request. The purpose of the request is to establish additional inventory of motor vehicle parking within the downtown Central Business District area. The grantor, Dr. de Hoyos and Dr. Satory own roughly 2-acres of vacant property generally located along Osceola Street and Minneola Avenue. The property owners have agreed to lease the vacant property to the City for the purposes of unstructured parking. The property owners have no plans to sell or develop the property in the near or mid-term future. The property is centrally located within the downtown area and provides access to both the waterfront and downtown business core. The City engineer estimates the property will allow an additional 200+ parking spaces within proximate to nearby businesses within the downtown Central Business District. The parking will remain unstructured with some light stabilization.		
Additional Analysis		
Fiscal Impact Summary		
The proposed Parking Agreement lease payments of \$1,000.00 per month would be payable to the property owners, Drs. de Hoyos and Satory effective February 1, 2019.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. De Hoyos Parking license (MFA clean) 12.10.18	De Hoyos Parking license (MFA clean) 12.10.18.pdf	
2. de Hoyos Parking Map	de Hoyos Parking Map.docx	

PARKING LICENSE AND EASEMENT

THIS TEMPORARY PARKING LICENSE AND EASEMENT AGREEMENT (the "Agreement") made and entered into this _____ day of _____ 2018, by and between Evelio De Hoyos and Elin Satory, 1000 Old England Avenue, Winter Park, FL. 32789 (hereinafter referred to as "GRANTOR"), and the City of Clermont, 685 W. Montrose Street, Clermont, Florida 34711 (hereinafter referred to as "GRANTEE").

NOW, THEREFORE, for and in consideration of the mutual advantages inuring each party to the other, and other valuable considerations, the receipt of which are hereby acknowledged, GRANTOR does hereby grant to the GRANTEE, an exclusive temporary license to allow motor vehicle parking on the property described on the attached Exhibit "A" (hereinafter the "Property") together with a temporary easement over and across the Property for the purpose of accessing the parking spaces.

1. The GRANTEE hereby covenants and agrees that it shall at all times operate and use the parking license and easement in accordance with applicable law and so as to cause minimum damage or impact on or to the Property, reasonable wear and tear excepted. In the event the GRANTEE shall alter, disturb, or damage the Property in the course of its utilization of the temporary parking license and easement, GRANTEE will restore the Property to its prior existing condition reasonable wear and tear excepted and excluding any authorized improvements thereon.
2. In exchange for the grant of license and easement as set forth herein, GRANTEE shall pay to GRANTOR the sum of ONE THOUSAND DOLLARS (\$1,000) per month for each month during the term of this Agreement. The payment shall be due on the first day of each month commencing January 1, 2019 which shall be provided to GRANTOR at the above address, or such other address as GRANTOR may designate in writing.
3. This Parking License and Easement shall take effect January 1, 2019 and shall remain in effect until December 31, 2024, unless terminated for cause or as provided herein. Either party may terminate this Agreement upon ONE HUNDRED EIGHTY (180) DAYS written notice to the non-terminating party, whereupon the License and Easement rights and all obligations and rights of both parties shall terminate as of the effective date of the termination notice.
4. In addition to the obligations contained herein, GRANTEE shall:
 - a) At GRANTEE's expense and on or before February 1, 2019, remove the dead tree located on the Property as confirmed in advance by GRANTOR.
 - b) On or before the tenth day of each month hereunder and commencing as of February 2019, GRANTEE shall provide to GRANTOR a picture of the Property taken in the prior thirty (30) calendar days. The picture shall be transmitted to GRANTOR by email to: elinsatorymd@cfl.rr.com.

- c) GRANTEE shall maintain the Property, including mowing as necessary and as is consistent with GRANTEE's maintenance of other properties owned by GRANTEE.
 - d) GRANTEE may, upon receipt of written consent from GRANTOR and at GRANTEE'S sole expense, improve the Property in a manner mutually acceptable to GRANTOR and GRANTEE.
- 5. During the Term hereof, the Grantee shall maintain Commercial General Liability Insurance in amounts of One Million and no/100 Dollars (\$1,000,000.00) per occurrence and Two Million and no/100 Dollars (\$2,000,000.00) aggregate. Such policy shall name GRANTOR as an additional insured and GRANTEE shall provide proof of such coverage to GRANTOR prior to taking possession of the Property on January 1, 2019. GRANTEE may satisfy this requirement by obtaining the appropriate endorsement to any master insurance policy GRANTEE may maintain.
- 6. GRANTEE has inspected the Property, is satisfied with its condition, and is satisfied that the current condition of the Property is sufficient for GRANTEE'S use of the Property. During the term of this Agreement, GRANTEE shall repair, replace and maintain the Property as necessary to comply with all applicable laws and to make the Property safe for the use of GRANTEE, its agents, invitees and members of the public.
- 7. GRANTEE hereby releases GRANTOR (and GRANTOR'S personal representatives, heirs, successors and assigns) from liability and waives all right of recovery against GRANTOR for any loss or damage covered by GRANTEE'S property insurance policies for all perils insured thereunder. In the event of an insured loss, GRANTEE'S insurance company shall not have a subrogated claim against GRANTOR. GRANTEE shall obtain a waiver of subrogation endorsement to its insurance policies and shall provide GRANTOR with proof of the same prior to taking possession of the Property on January 1, 2019..
- 8. Subject to the property insurance waivers set forth in the preceding section, GRANTEE agrees to indemnify and hold GRANTOR harmless from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liabilities, including reasonable attorneys' fees, to the extent caused by or arising out of: (i) any negligent acts or omissions or willful misconduct in the operations or activities on the Property by GRANTEE or the employees, agents, contractors, licensees, tenants or subtenants of GRANTEE, (ii) any spill or other release of any hazardous substances on the Property by GRANTEE or the employees, agents, contractors, licensees, tenants or subtenants of GRANTEE, or (iii) any breach of any obligation of GRANTEE under this License. GRANTEE'S obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify GRANTOR and GRANTOR granting GRANTEE the right to reasonably participate in the defense and settlement of the same. Nothing herein shall be construed to constitute a waiver of the GRANTEE'S sovereign immunity as set forth in Florida Statutes, Chapter 768.
- 9. This Agreement is binding upon and shall inure to the benefit of GRANTOR and GRANTEE and their respective heirs, personal representatives, successors and assigns.

10. GRANTEE may not assign, sublet or otherwise transfer this Agreement or any of GRANTEE'S rights arising under this Agreement without the written consent of GRANTOR, in the GRANTOR'S sole discretion.
11. GRANTEE has accepted and agreed to the terms of this Agreement pursuant to action of the City Council of Clermont, Florida at a duly called meeting or meetings.

TO HAVE AND TO HOLD said parking license and easement and right of entry unto GRANTEE, and its successors, assigns and invitees, for the time period as set forth above and beginning or as terminated above.

[Signatures on following pages]

GRANTOR:

Signed, sealed and delivered
in the presence of:

(Witness Signature)

EVELIO DE HOYOS

(Witness Print Name)

(Witness Signature)

(Witness Print Name)

(Witness Signature)

ELIN SATORY

(Witness Print Name)

(Witness Signature)

(Witness Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2018,
by EVELIO DE HOYOS and ELIN SATORY.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary
Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

City of Clermont
a Florida municipal corporation

(Witness Signature)

By: _____
GAIL ASH
Mayor

(Witness Print Name)

(Witness Signature)

(Witness Print Name)

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2018,
by GAIL ASH, as Mayor of the City of Clermont, on behalf of the corporation.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary
Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"

PARKING LICENSE AND EASEMENT





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 8, 2019			
Agenda Item Name			
Resolution No. 2019-04R			
Requested Action			
Staff Report			
The proposed amendment clarifies the Interlocal Service Boundary Area Agreement (ISBA) between Lake County and the City confirming that the City will not be required to annex Schofield Road at anytime during the term of the ISBA . The current agreement provides that jurisdiction over and maintenance of certain County roads will transfer to the City upon annexation of properties fronting the road. The amendment removes Schofield Road from that requirement and provides that if and when the City annexes property adjacent to Scolfield Road, the City will not take over jurisdiction or maintenance of the road. In the future, jurisdiction and maintenance of Scholfield Road can transfer from the County to the City upon approval of both parties.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Resolution 2019-04R Interlocal Service Boundary Agreement Amendment	2019-04R Interlocal Service Boundary Agreement Amendment.doc	
2.	First Amendment to ISBA Agreement	First Amendment_12-5-18 final draft.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-04R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AMENDMENT BETWEEN LAKE COUNTY AND THE CITY OF CLERMONT AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the acceptance of the Interlocal Service Boundary Agreement Amendment between Lake County and the City of Clermont regarding amending portions of the original agreement to clarify portions of Schofield Road, subject to the conditions contained in the agreement as incorporated and attached hereto.

SECTION 2.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-04R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 8th day of January, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

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

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

WHEREAS, on December 2, 2014, the County did pass Ordinance No. 2014-71, which adopted the Agreement between the parties; and

WHEREAS, Section 3(c) of the original Agreement included a provision that when the City annexes any property which abuts a roadway, that, to the extent possible, it will also annex the adjacent road right-of-way to avoid the creation of roadway enclaves; and

WHEREAS, Section 3(d) of the original Agreement included a provision which required the City to assume maintenance of a right-of-way upon annexation of a sum greater than fifty percent (50%) of the existing frontage of properties abutting any specific right-of-way, other than a State of Florida operated and maintained rights-of-way; and

WHEREAS, Schofield Road is planned as a major collector roadway that will connect Wellness Way to Orange County; and

WHEREAS, the County has an agreement in place with Cemex Construction Materials Florida, LLC, Lake Louisa, LLC, South Lake Crossings I, LLC, South Lake Crossings II, LLC, South Lake Crossings III, LLC, South Lake Crossing IV, LLC, Catherine E. Ross Groves, Inc., Clonts Groves, Inc., and Cra-Mar Groves, Inc. (“Settlement Agreement”) for the, design and permitting, of construction of improvements to Schofield Road and the dedication of right-of-way and property needed for such improvements and construction of the road as agreed in the Settlement Agreement; and

WHEREAS, the parties now desire to amend these portions of the Agreement to clarify that all portions of Schofield Road, including all property needed for improvements to and for construction of the road, shall remain within the jurisdiction of the County and shall not transfer to the City except as provided for herein.

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

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Amendment.** The parties hereby agree that the City is not required to annex any portion of Schofield Road pursuant to Section 3(c) of the Agreement, and jurisdiction over and maintenance of all portions of Schofield Road located in Lake County, including existing and to-be-dedicated right-of-way, and property needed for improvements to and construction of the road,

shall remain with the County, and shall not transfer to the City, even if the City annexes any such portions of Schofield Road, or a sum greater than fifty percent (50%) of the existing frontage along Schofield Road as set forth under Section 3(d) of the Agreement, unless the County elects to transfer such roadway to the City. In order to effectuate a transfer of Schofield Road, the parties will either have to execute a joint transfer agreement, or each will be required to adopt a formal resolution accepting/giving Schofield Road to the other. The parties hereby agree that the County intends to retain jurisdiction over and maintenance of Schofield Road for the full term of the Agreement, including any extensions thereof.

3. **Other Provisions.** All other provisions of the original Agreement shall remain in full force and effect unless otherwise amended in writing by the parties.

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

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd Howe, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2018.

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

COUNTY

LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS

Leslie Campione, Chairman

This ____ day of _____, 2019.

ATTEST:

Gary J. Cooney, Clerk
Board of County Commissioners
of Lake County, Florida

Approved as to form and legality:

Melanie Marsh, County Attorney



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 8, 2019		
Agenda Item Name		
Resolution No. 2019-05R		
Requested Action		
Request approval of agreement.		
Staff Report		
This agreement provides funding to reimburse Lennar Homes impact fee credits in the amount of \$91,817.83 for the additional cost in pipe material experienced while installing a 12" Potable water main and 12" and 16" reclaimed water mains as identified in the 2014 utility master plans in lieu of 8" potable and 8" reclaimed water mains needed solely to serve the project. The 2014 utility master plans stipulate that a 12" potable along with 12" and 16" reclaimed mains would be needed to support future growth in the eastern utility service area. Phase 7 of Heritage Hills is located near the City's eastern utility border and falls within the area identified in the master plans for the recommended 12" and 16" mains. During construction of Heritage Hills phase 7 the City had the opportunity to have the mains installed at a substantially reduced cost. The City's cost for this project was the difference in upsizing of materials only. Per section 66-9 of the Municipal Code when the cost of installing water and sanitary sewer main extensions is borne by the customer, and the customer is required to install larger lines or facilities than necessary to serve his property in order to provide for future development, the difference in costs between installing facilities adequate for the property and the oversize lines may be borne by the City, if approved by the City Council. Staff supports the request from Lennar Homes to be reimbursed for the cost of materials for upsizing the utility mains to meet the demand identified in the 2014 master plans.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Resolution 2019-05R	2019-05R Heritage Hills Utility Fee Reimbursement.doc
2.	Heritage Hills Phase 7 Reimbursement Agreement	Heritage Hills Phase 7 Reimbursement Agreement clean.doc
3.	HH7	HH7.pdf



CITY OF CLERMONT
RESOLUTION NO. 2019-05R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, APPROVING THE AGREEMENT BETWEEN LENNAR HOMES, LLC AND THE CITY OF CLERMONT AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1.

The City Council does hereby approve the acceptance of the Agreement for Construction of Water Main, Reuse Main and Force Main between Lennar Homes, LLC and the City of Clermont regarding Heritage Hills – Parcel H/Phase 7, subject to the conditions contained in the agreement as incorporated and attached hereto.

SECTION 2.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-05R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 8th day of January, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:

Kathleen Stangle
Broad and Cassel
390 North Orange Avenue, Suite 1400
Orlando, Florida 32801

**AGREEMENT
FOR
CONSTRUCTION OF WATER MAIN, REUSE MAIN AND FORCE MAIN
(Heritage Hills – Parcel H/Phase 7)**

This Agreement entered into and made as of the __ day of ____, 2018 (the “Effective Date”), by and between the CITY OF CLERMONT, FLORIDA (hereinafter referred to as the “CITY”), and LENNAR HOMES, LLC, a Florida limited liability company (hereinafter referred to as “LENNAR”).

WITNESSETH

WHEREAS, LENNAR is the owner and developer of the portion of the Heritage Hills subdivision known as Parcel H/Phase 7, lying within the municipal boundaries of the City of Clermont, as generally depicted in Exhibit “A,” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, in connection with its approval of LENNAR’S development of the Property, the CITY is requiring LENNAR to construct certain utility improvements, including certain additional utility improvements necessary for the City’s Master Utility Plan, all as set forth on Exhibit “B,” attached hereto and incorporated herein by reference (the “Improvements”); and

WHEREAS, the construction of the Improvements will benefit both the CITY and LENNAR, and the CITY is willing to allow LENNAR to construct the Improvements, provided LENNAR agrees to pay the expenses related to the construction as they are incurred; and

WHEREAS, the CITY agrees to reimburse LENNAR for the costs to construct Improvements, in accordance with the terms and conditions as further set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, the CITY and LENNAR agree as follows:

SECTION 1. RECITALS.

The above recitals are true and correct and form a material part of this Agreement.

SECTION 2. CONSTRUCTION OF IMPROVEMENTS.

The CITY hereby agrees to permit LENNAR to construct the Improvements on the following basis:

A. **Plans and Specifications.** Booth, Ern, Straughan & Hiott, Inc. ("BESH") has prepared, on behalf of LENNAR, Plans and Specifications for the Property which are more specifically described on Exhibit "B" (the "Plans"). The Plans are expressly incorporated herein and made a part hereof by reference. LENNAR has constructed, or cause to be constructed, the Improvements set forth in the Plans in accordance with all terms and conditions of the Plans, including but not limited to, the construction timetable, testing, and insurance requirements. LENNAR, at its sole expense, has obtained all required regulatory and governmental approvals and permits which are necessary in order to construct the Improvements in accordance with the Plans.

B. **Construction Contract.** LENNAR is responsible to negotiate, select and enter into a contract with a qualified contractor for the construction of the Improvements based on the Plans. Prior to commencement of construction of the Improvements, the CITY will cause its engineers to certify the Plans to LENNAR.

C. **Reimbursement.** LENNAR has constructed said Improvements described above, and the CITY agrees to reimburse LENNAR, based upon LENNAR's actual cost. The estimated amount of the Improvements is more particularly set forth in Exhibit "B" (the "Improvement Costs"). The CITY hereby acknowledges and agrees that the Improvement Costs have been determined based on the Plans, but excludes unknown costs that may be necessary to complete construction of the Improvements, and that LENNAR shall be reimbursed based upon the total amount of all actual Improvement Costs which are incurred by LENNAR. Upon receipt of invoices from its contractor, LENNAR shall submit to the CITY a copy of the invoice for review. LENNAR shall be entitled to non-cash reimbursements for the costs of the Improvements as set forth in Exhibit "C," attached hereto and incorporated herein by reference, subject to the following.

D. **Non-Cash Reimbursements.** With respect to non-cash reimbursements, LENNAR's right to such reimbursement in the form of impact fee credits or otherwise, shall vest upon LENNAR's completing the Improvements to which the non-cash reimbursement applies in accordance with the Plans and providing evidence to the CITY that all costs associated with such Improvements have been paid in full. The CITY hereby agrees that (a) LENNAR may use the sewer, water and reuse impact fee credits granted by this Agreement in any other project within the CITY's service area, and (b) that the sewer, water and reuse impact fee credits granted by this Agreement may be assigned or transferred, in whole or in part, by LENNAR to third parties. In consideration of the obligations undertaken by LENNAR in this Agreement, all sewer, water and reuse impact fee credits earned herein shall be applied toward the CITY's sewer, water and reuse fees, according to the rates charges in its current impact fee schedule in effect as of the Effective Date of this Agreement.

SECTION 3. CURATIVE PERIODS. No default as to any provision of this Agreement on the part of either the CITY or LENNAR shall be claimed or charged by either party against the other until notice thereof has been given to the defaulting party in writing, and such default remains uncured for a period of thirty (30) days after such notice. Each party hereto shall have the right to seek specific performance in circuit court for any uncured defaults as to any provision of this Agreement. In addition thereto, the CITY shall, in the event of LENNAR's uncured default hereunder, the CITY may act to complete the construction of the Improvements, including contracting directly with LENNAR's contractor, performing the work itself or contracting with a third party. In such event, LENNAR shall not be relieved of any liability it may have with regard to its default hereunder.

SECTION 4. HOLD HARMLESS AGREEMENT. LENNAR hereby agrees to and shall hold the CITY, its elected and appointed boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damages for personal injury, including death, as well as claims for property damage which may arise solely in connection with the construction activities of LENNAR, or its respective contractors, agents or employees in installing the Improvements. LENNAR shall have no obligation to indemnify the CITY with respect to design defects or any failure of the Improvements to operate properly, provided the Improvements are constructed in accordance with the Plans. Nothing herein shall be interpreted, construed as or deemed a waiver of any sovereign immunity that the CITY may enjoy.

SECTION 5. DURATION OF AGREEMENT. The duration of this Agreement shall commence upon the Effective Date and shall end on such date as LENNAR receives reimbursement for all the costs it has incurred in connection with the construction of the Improvements.

SECTION 6. COOPERATION IN THE EVENT OF LEGAL CHALLENGES. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provisions of this Agreement, the parties hereby agree to cooperate in defending such action.

SECTION 7. NOTICES. Where notice is herein required to be given, it shall be by certified mail return receipt requested, addressee only, hand delivery, or by courier. Said notice shall be sent to the following as applicable:

LENNAR:

Lennar Homes, LLC
6750 Forum Drive, Suite 310
Orlando, Florida 32810
Attention: Brock Nicholas
Telephone: (407)586-4007

CITY:

City of Clermont, Florida
685 W. Montrose Street – 3rd Floor
Clermont, Florida 34711
Attn: Dennis Westrick
Phone: 352-241-0178

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as required for notices herein.

SECTION 8. TIME IS OF THE ESSENCE. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Agreement.

SECTION 9. AGREEMENT TO BE BINDING. This Agreement shall be binding upon the CITY and LENNAR and their successors and assigns in title in interest.

SECTION 10. ENTIRE AGREEMENT/CONTINUING EFFECT/EFFECT UPON OTHER AGREEMENTS.

A. This Agreement constitutes the entire agreement between the parties as to the matters set forth herein and supersedes all previous understandings, discussions and agreements to the contrary as to all matters set forth herein whether oral, expressed or implied.

B. No variations, modifications, amendments or changes shall be binding upon the parties unless set forth in a written agreement executed by all parties or equal dignity herewith.

SECTION 11. NON WAIVER. No consent or waiver, expressed or implied by either party, to or of any breach or default of the other party, with regard to the performance by said other party of its obligations under this Agreement, shall be deemed or construed to constitute consent or waiver, to or of, any other breach or default in the performance of that party, or the same or of any other objection of performance incumbent upon that party. Failure on the part of any party to complain of any act or failure to act on the part of the other party in default, irrespective of how long the failure continues, shall not constitute a waiver by the party of its rights and any remedies that exist under this Agreement, at law, or in equity.

SECTION 12. GOVERNING LAW: VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The venue for purposes of litigation shall be the Fifth Judicial Circuit in Lake County, Florida.

SECTION 13. CITY's OBLIGATIONS. This Agreement shall not be deemed to pledge the credit of the CITY nor to make the CITY a co-venturer or partner of LENNAR.

SECTION 14. CONSTRUCTION. This Agreement shall not be construed against any party on the basis of it being the drafter of the Agreement. The parties agree that the parties herein played an equal part in reciprocity in drafting this Agreement.

A. Capitalized terms contained herein shall have not more force nor effect than uncapitalized terms.

B. Captions and section headings in this Agreement are provided for convenience only and shall not be deemed to explain, modify, amplify or aid in the interpretation construction or meaning of this Agreement.

C. There are no third-party beneficiaries to this Agreement. This Agreement is entered into exclusively for the benefit of the parties herein.

SECTION 15. FURTHER ASSURANCES. Each party hereto agrees to sign any other and further instruments and documents, consistent herewith as may be necessary and proper in order to give complete effect to the benefits deriving from the terms and conditions of this Agreement.

SECTION 16. SEVERABILITY. If any party of this Agreement is found in valid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of that Agreement, if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be affected. To that end, this Agreement is declared severable.

[The Remainder of This Page Is Intentionally Left Blank.]

IN WITNESS WHEREOF, LENNAR and the CITY have executed this Agreement as of the date and year first written above.

Signed, Sealed and Delivered
In the Presence of:

LENNAR HOMES, LLC.
a Florida limited liability company

Signature of Witness
Printed Name: _____

By: _____

Printed Name: _____

Signature of Witness
Printed Name: _____

Title: _____

Date: _____

Approved as to form and
Legality for use and reliance by
the City of Clermont, Florida

CITY OF CLERMONT, FLORIDA

By: _____
Gail Ash, Mayor

ATTEST:

By: _____
Tracy Ackroyd Howe, City Clerk

EXHIBIT A

HERITAGE HILLS PARCEL H/ PHASE 7

DESCRIPTION

THAT PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2464, PAGES 599 THROUGH 601 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST, CITY OF CLERMONT, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A 4" X 4" CONCRETE MONUMENT STAMPED P.R.M. LB 7514 AT THE NORTHWEST CORNER OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 2 AS SHOWN ON THE PLAT OF HERITAGE HILLS PHASE 6A AS RECORDED IN PLAT BOOK 66, PAGES 21 THROUGH 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ON A BEARING RELATED TO FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, S89°37'38"E ALONG THE NORTH LINE OF SAID SOUTH 1/2 OF THE NORTHEAST 1/4, FOR 942.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°37'38"E ALONG SAID NORTH LINE FOR 31.41 FEET; THENCE DEPARTING SAID NORTH LINE, S36°15'27"E FOR 34.19 FEET TO THE NORTH LINE OF PROPOSED JOHNS LAKE CONSERVATION EASEMENT; THENCE ALONG SAID NORTH LINE OF JOHNS LAKE CONSERVATION EASEMENT THE FOLLOWING TWENTY-FIVE (25) COURSES: N87°17'25"E FOR 101.71 FEET; THENCE S71°39'50"E FOR 60.52 FEET; THENCE S67°58'49"E FOR 28.66 FEET; THENCE S73°41'35"E FOR 58.39 FEET; THENCE S81°47'10"E FOR 82.45 FEET; THENCE N88°06'28"E FOR 83.30 FEET; THENCE S71°14'13"E FOR 143.84 FEET; THENCE S85°10'50"E FOR 77.70 FEET; THENCE N86°10'14"E FOR 45.46 FEET; THENCE N73°32'36"E FOR 122.64 FEET; THENCE S65°37'38"E FOR 60.92 FEET; THENCE S16°03'44"E FOR 105.63 FEET; THENCE S64°39'30"E FOR 30.97 FEET; THENCE S81°06'40"E FOR 142.22 FEET; THENCE N80°11'48"E FOR 65.28 FEET; THENCE S71°40'04"E FOR 174.53 FEET; THENCE N85°25'24"E FOR 65.37 FEET; THENCE S67°33'50"E FOR 30.13 FEET; THENCE N64°04'11"E FOR 86.29 FEET; THENCE N79°14'17"E FOR 43.51 FEET; THENCE N76°47'59"E FOR 26.61 FEET; THENCE N70°25'06"E FOR 37.40 FEET; THENCE S70°03'09"E FOR 44.75 FEET; THENCE N63°38'13"E FOR 77.54 FEET TO THE EAST LINE OF SAID NORTHEAST 1/4 OF SECTION 2; THENCE S00°23'46"W ALONG SAID EAST LINE FOR 1,077.93 FEET TO THE NORTHERLY RIGHT OF WAY LINE FOR HARTWOOD MARSH ROAD (AN 80.00 FOOT WIDE RIGHT OF WAY) AS RECORDED IN OFFICIAL RECORDS BOOK 1299, PAGES 1951 AND 1952, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE N89°32'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE FOR 667.17 FEET TO THE NORTHEASTERLY LINE OF THAT CERTAIN 170.000 FOOT WIDE FLORIDA POWER CORPORATION EASEMENT (NO DOCUMENTATION AVAILABLE); THENCE DEPARTING SAID NORTHERLY RIGHT OF WAY LINE, N49°22'10"W ALONG SAID NORTHEASTERLY EASEMENT LINE FOR 746.55 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 1635.41 FEET; THENCE DEPARTING SAID NORTHEASTERLY LINE RUN NORTHERLY ALONG THE ARC OF SAID CURVE, FROM A RADIAL LINE WHICH BEARS N75°34'41"E, THROUGH A CENTRAL ANGLE OF 07°53'30" FOR A DISTANCE OF 225.25 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°50'52" FOR A DISTANCE OF 10.21 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 4056.38 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°46'02" FOR A DISTANCE OF 337.50 FEET TO A POINT OF NON TANGENT; THENCE N36°15'27"W FOR 365.31 FEET TO THE POINT OF BEGINNING.

CONTAINING 30.85 ACRES MORE OR LESS.

EXHIBIT B

DESCRIPTION OF THE PLANS AND SPECIFICATIONS FOR THE IMPROVEMENTS TO BE INSTALLED

Plan Set Name: Construction Drawings for Innovation at Hidden Lake
(Heritage Hills Phase 7)

Engineering Firm: Booth, Ern, Straughan & Hiott, Inc.

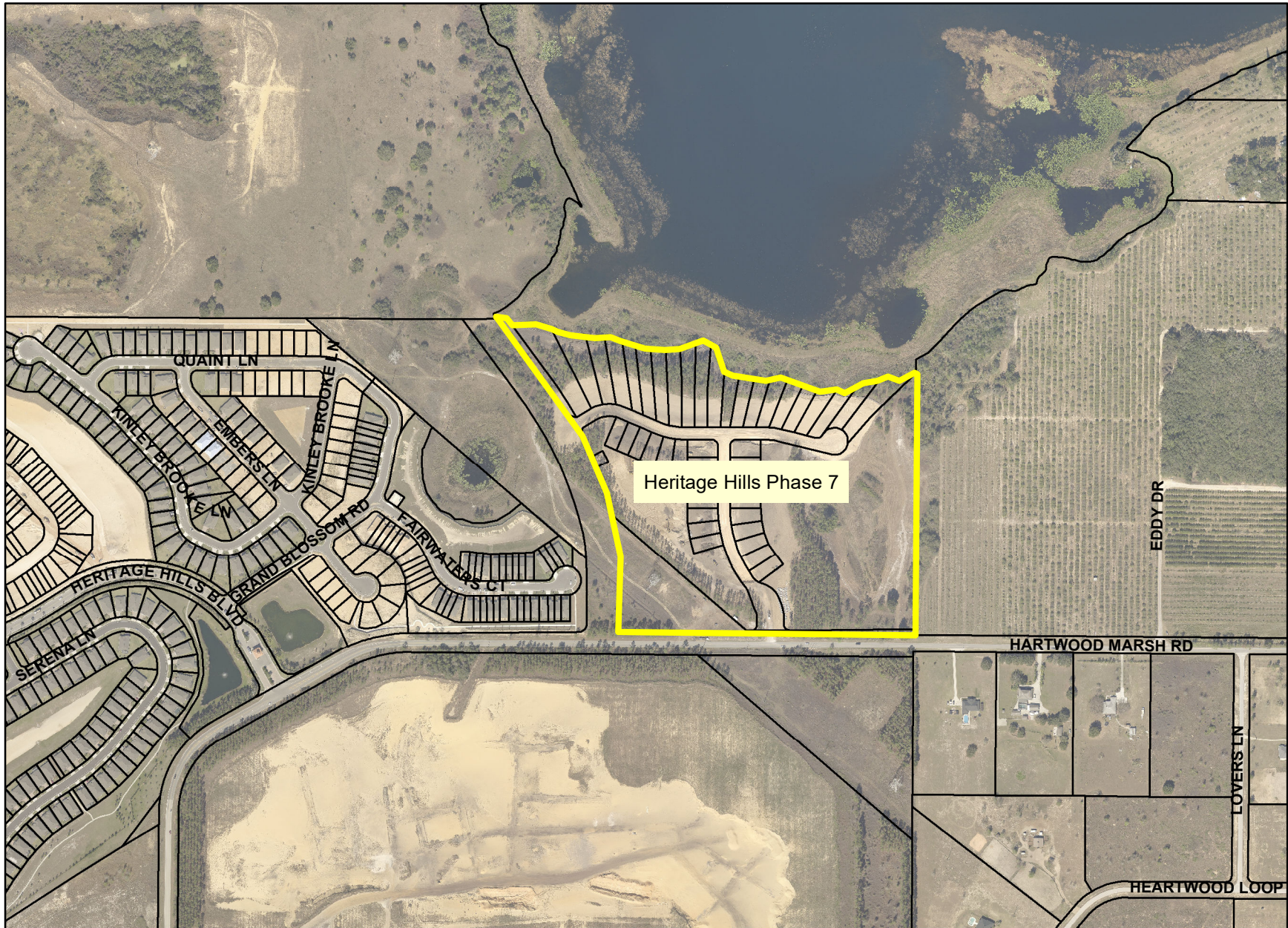
Dated: August 2016

EXHIBIT C
OVERSIZING MATERIALS IMPROVEMENT COST FOR IMPACT FEE CREDITS
INNOVATION @ HIDDEN LAKE A.K.A. HERITAGE HILLS PH-7
BLUE OX ENTERPRISES, LLC

OVERSIZED MATERIALS INSTALLED				
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
WATER MATERIALS INSTALLED				
12" DIP	190	L.F.	\$22.55	\$4,284.50
12" PVC	2,472	L.F.	\$13.33	\$32,951.76
12" G.V.	10	EA.	\$1,490.00	\$14,900.00
12" 45	34	EA.	\$132.00	\$4,488.00
12" 22	8	EA.	\$116.00	\$928.00
12" 11	6	EA.	\$110.00	\$660.00
12" TEE	3	EA.	\$222.00	\$666.00
12" PLUG	2	EA.	\$75.00	\$150.00
12" MEGA	110	EA.	\$69.00	\$7,590.00
12" REST	50	EA.	\$106.00	\$5,300.00
12" REST DIP	21	EA.	\$170.00	\$3,570.00
12X8 RED	2	EA.	\$76.00	\$152.00
WATER MATERIALS INSTALLED SUBTOTAL				\$75,640.26
REUSE MATERIALS INSTALLED				
16" DIP	600	L.F.	\$38.09	\$22,854.00
12" DIP	279	L.F.	\$22.55	\$6,291.45
12" PVC	1,990	L.F.	\$13.33	\$26,526.70
16" G.V.	3	EA.	\$4,099.00	\$12,297.00
12" G.V.	6	EA.	\$1,500.00	\$9,000.00
16" CROSS	1	EA.	\$650.00	\$650.00
16X12 RED	1	EA.	\$250.00	\$250.00
16X8 RED	1	EA.	\$190.00	\$190.00
12X8 RED	1	EA.	\$76.00	\$76.00
16" 11	1	EA.	\$190.00	\$190.00
12" TEE	1	EA.	\$222.00	\$222.00
12" 45	9	EA.	\$132.00	\$1,188.00
12" 22	8	EA.	\$116.00	\$928.00
12" 11	8	EA.	\$110.00	\$880.00
16" PLUG	1	EA.	\$186.00	\$186.00
12" PLUG	3	EA.	\$71.00	\$213.00
16" MEGA	9	EA.	\$264.00	\$2,376.00
12" MEGA	54	EA.	\$106.00	\$5,724.00
16" REST	4	EA.	\$264.00	\$1,056.00
12" REST	20	EA.	\$106.00	\$2,120.00
REUSE MATERIALS INSTALLED SUBTOTAL				\$93,218.15
OVERSIZED WATER & REUSE MATERIAL INSTALLED SUBTOTAL				\$168,858.41

DESIGN REQUIRED MATERIALS				
DESIGN REQUIRED WATER MATERIALS				
8" DIP	190	L.F.	\$14.22	-\$2,701.80
8" PVC	2,472	L.F.	\$6.20	-\$15,326.40
8" G.V.	10	EA.	\$807.00	-\$8,070.00
8" 45	34	EA.	\$61.00	-\$2,074.00
8" 22	8	EA.	\$60.00	-\$480.00
8" 11	6	EA.	\$60.00	-\$360.00
8" TEE	3	EA.	\$111.00	-\$333.00
8" PLUG	2	EA.	\$69.00	-\$138.00
8" MEGA	110	EA.	\$39.00	-\$4,290.00
8" REST	50	EA.	\$56.00	-\$2,800.00
8" REST DIP	21	EA.	\$117.00	-\$2,457.00
DESIGN REQUIRED WATER MATERIALS SUBTOTAL				-\$39,030.20
DESIGN REQUIRED REUSE MATERIALS				
8" DIP	879	L.F.	\$14.22	-\$12,499.38
8" PVC	1,990	L.F.	\$6.20	-\$12,338.00
8" G.V.	9	EA.	\$817.00	-\$7,353.00
8" 45	9	EA.	\$61.00	-\$549.00
8" 22	8	EA.	\$60.00	-\$480.00
8" 11	9	EA.	\$54.00	-\$486.00
8" PLUG	4	EA.	\$69.00	-\$276.00
8" MEGA	66	EA.	\$39.00	-\$2,574.00
8" REST	24	EA.	\$56.00	-\$1,344.00
8" TEE	1	EA.	\$111.00	-\$111.00
DESIGN REQUIRED REUSE MATERIALS SUBTOTAL				-\$38,010.38
DESIGN REQUIRED WATER & REUSE MATERIALS SUBTOTAL				-\$77,040.58
OVERSIZED MATERIAL INSTALLED SUBTOTAL				\$168,858.41
DESIGN REQUIRED MATERIALS SUBTOTAL				-\$77,040.58
TOTAL OVERSIZED MATERIAL COST				\$91,817.83

Heritage Hills Phase 7





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, January 8, 2019

Agenda Item Name

Ordinance No. 2019-01 *Final*
Lakeview Preserve PUD

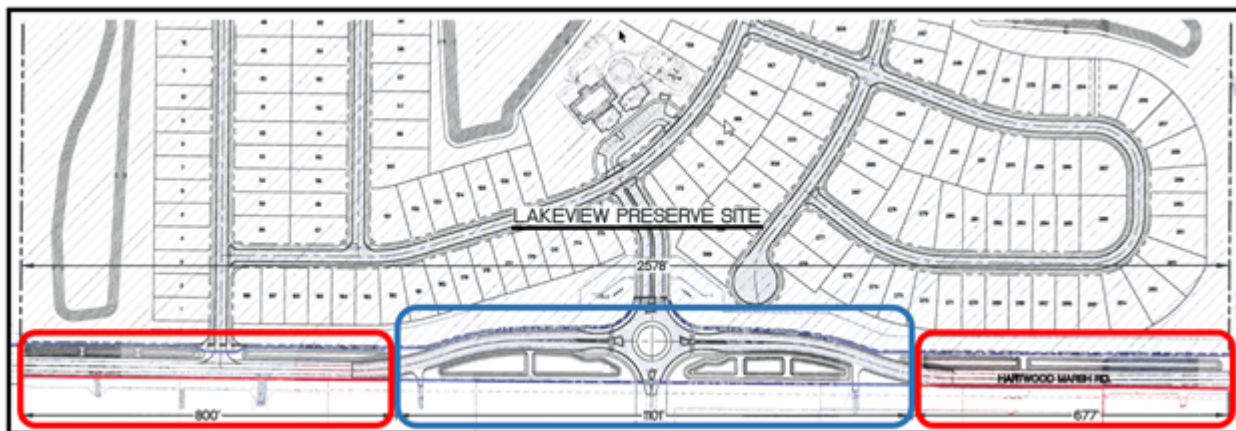
Requested Action

Recommend approval of Ordinance 2019-01.

Staff Report

The applicant, Shutts & Bowen LLP, is requesting an amendment to PUD Ordinance 2017-42. This ordinance was approved by the City Council on January 23, 2018 to allow 323 single-family residential lots. It is commonly referred to as the Eddy property. During the public hearing, the applicant volunteered that he would be willing to put a sidewalk on the south side of Hartwood Marsh Road, opposite of the project. This condition was added to Ordinance 2017-42 under Section 7, Item 4 that "a sidewalk on the south side of Hartwood Marsh Road shall also be constructed the length of the property." This was in addition to the sidewalk requirement on the north side of Hartwood Marsh Road and on both sides of the internal residential streets of the subdivision.

Once engineering commenced on the new alignment of Hartwood Marsh Road with the proposed roundabout at the entrance to the subdivision, it became apparent there was not enough right-of-way to put both sidewalks to meet the condition in the ordinance. The proposed roadway cross-section and realignment of Hartwood Marsh Road will not allow both sidewalks within the right-of-way along the full length of the property. On the offsite sidewalk exhibit, about half of the distance along the southern right-of-way can accommodate the sidewalk (outlined in blue). This area is in the central portion of the property near the proposed roundabout. The remaining areas that cannot accommodate the southern sidewalk are located on the east and west portions of the project (outlined in red).



The applicant has discussed this issue with staff and the remedy is to amend the PUD to modify this condition. The applicant will construct a northern sidewalk the full length of the property along Hartwood Marsh Road and a portion of the sidewalk on south. In addition, the applicant has agreed to pay \$24,741.72 to the City for the 1,478 feet of sidewalk not installed. The funds will be placed in a restricted cash account to be used for pedestrian or

transportation needs. The City’s Public Works Department has confirmed that this is a reasonable amount to construct the length omitted. Because of the alignment of Hartwood Marsh Road and existing right-of-way, staff recognizes the challenge of placing the southern sidewalk the full length of the property within the right-of-way. Therefore, staff supports the applicant’s request to revise the southern sidewalk condition with payment due within 90 days. *The Planning and Zoning Commission recommended unanimous approval, 7-0.*

Additional Analysis	
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Fiscal Impact Summary	
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Fiscal Impact	Fund Number and Description	Available Budget Amount
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Exhibits Attached (copies of original agreements)	
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1.	2019-01 Lakeview Preserve DRAFT Ord	2019-01 Lakeview Preserve DRAFT Ord.docx
2.	Location Map	Location Map.pdf
3.	Offsite Sidewalk Exhibit	Offsite Sidewalk Exhibit.pdf
4.	PUD Amendment Application	PUD Amendment Application.pdf
5.	Lakeview Preserve PUD Legal Ad Proof	Lakeview Preserve PUD Legal Ad Proof.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-01

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

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

SECTION 1.

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

LEGAL DESCRIPTION

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114.394 acres more or less.

LOCATION

¾ of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road,
North of the intersection of Lovers Lane and Hartwood Marsh Road
Alternate Key 1593174 & 3911542

**Planned Unit Development (PUD) Amendment of
Ordinance 2017-42 for southern sidewalk revision**

SECTION 2. Land Uses

This application for a Planned Unit Development to allow for single family residential development be granted subject to the following conditions:

1. A total of up to 323 single family residential dwelling units may be permitted on the site, not to exceed a density of 2.97 units per acre within the project.



CITY OF CLERMONT
ORDINANCE NO. 2019-01

2. Development Standards: Development standards for the development of the residential dwelling units shall be based on the size of the lot, as indicated in the table below. The lots sizes may be adjusted over time to respond to market conditions. For example, 55 foot wide lots may be utilized within the development without an amendment to this document.

<u>Design Item</u>	<u>50' Lot</u>	<u>60' Lot</u>	<u>75' Lot</u>
Minimum Lot Area	5,500 sf	6,600 sf	9,000 sf
Minimum Living Area	1,500 sf	1,500 sf	1,500 sf
Minimum Lot Width	50'	60'	75'
Minimum Lot Depth	110'	110'	120'
Minimum Front Building setback	15'	15'	15'
Minimum Front Garage Setback	20'	20'	20'
Minimum Side Yard Setback	5'	5'	5'
Setback from Side Street	15'	15'	15'
Minimum Rear Yard Setback	15'	15'	20'
Minimum Building Separation	10'	10'	10'
Minimum Rear Yard Setback for Pools, Patios, Decks, Screen Rooms or Ancillary Structures	5'	5'	5'
Maximum Impervious Surface Ratio (ISR)	0.75	0.75	0.75
Maximum Building Height	40'	40'	40'
Setbacks from High Water Line, Mean High Water Line, or Jurisdictional Wetland Line	50'	50'	50'
Minimum front yard easement	5'	5'	5'
Minimum side and Rear Yard Drainage and Utility Easement	5'	5'	5'

3. Phasing of Development: The project may be developed in one or more phases.
4. The property shall be developed in substantial accordance with the Land Use Plan prepared by Daly Design Group, Inc. dated August, 2017, with a revised date of October 11, 2017, attached hereto. 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 development permits.



CITY OF CLERMONT
ORDINANCE NO. 2019-01

5. The developer shall be allowed to construct up to five model homes prior to the recording of the initial plat for this development with the approval of the City's Fire Marshal.

SECTION 3. Open Space

Open Space: A minimum of 25 percent of the net buildable area of the Planned Unit Development shall be provided as open space in accordance with the Comprehensive Plan and Land Development Code (LDC), as amended. Stormwater ponds, landscape tracts, buffers, common areas and recreation tracts can be counted towards open space requirements. A waiver to Section 122-316(b)(4) has been granted to allow individual phases of the Planned Development to exceed the overall density of the Planned Unit Development and to allow individual phases of the Planned Unit Development to be developed without providing common open space in proportion to that contained within the entire Planned Unit Development.

SECTION 4. Landscaping, Buffering, and Screening

1. A 20-foot wide buffer with a six foot masonry/pre-cast concrete wall will be installed along the southern property line adjacent to the Hartwood Marsh Road right-of-way. The buffer will also include a solid hedge and a minimum of three (3) canopy trees and five (5) understory trees per 100 feet.
2. A fifty foot buffer is required along the eastern property line, which is a conservation area owned by the Lake County Water Authority. This buffer shall consist of Florida Friendly Landscaping and shall not contain exotic vegetation.
3. Per a private agreement between the developer and the land owner to the north, a wall and landscaping will be provided on the north side and adjacent to the property retained by the land owner.
4. No buffer is required along the western property line as this area is a conservation area on the adjacent property.
5. All other landscaping, buffering, and screening requirements shall be in accordance with the Land Development Code, as amended. Existing trees may be used to meet the landscape buffer requirements in accordance with the Land Development Code, as amended.

SECTION 5. Environmental

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plan approval stage of the overall development. Applicable permits for any gopher tortoises and associated burrow commensal species or other endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of the development activity.
2. Wetlands on site shall be placed in a conservation easement with the recording of the final plat for each phase of development.



CITY OF CLERMONT
ORDINANCE NO. 2019-01

3. The developer is required to notify homeowners of the Lake County Water Authority's prescribed burn program occurring on Scrub Point Preserve. This shall be accomplished through inclusion in the covenants and restrictions and other homeowner association documents. As well, the homeowners shall be notified of the existing sand mine in close proximity of the mine.

SECTION 6. Utilities

1. The project shall be developed in accordance with the City of Clermont Utility Standards.
2. Any proposed City maintained utilities that are not located within a City maintained right of way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City.
3. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City's Information Technology Director will work with the developer at the time of site plan review to determine the extent of fiber optic conduit. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes.

SECTION 7. Transportation Improvements/Access Management

1. Primary site access shall be from Hartwood Marsh Road at the approximate location shown on the land use plan. A secondary entrance shall also be provided onto Hartwood Marsh Road and shall be for emergency vehicles only. The secondary emergency access point shall be approved by the City's fire marshal and be constructed prior to the issuance of the first building permit.
2. A waiver to Section 110-192(1) of the Land Development Code is granted to allow private streets with gates. The developer or Home Owner's Association will maintain the streets within the development.
3. A waiver to Section 110-193 of the Land Development Code is granted to allow for a 50-foot right-of-way for the internal private street system within the development.
4. Sidewalks are to be constructed on both sides of residential streets internally, as well as from the existing sidewalk on the west side of the property along Hartwood Marsh Road to the eastern property boundary for the subdivision. A sidewalk on the south side of Hartwood Marsh Road shall also be constructed as depicted in the offsite sidewalk exhibit at the end of this document outlined in blue. In addition, payment to the City in the amount of \$24,741.72 shall be made by April 9, 2019. These funds shall be used for pedestrian or transportation needs, as determined by the City.



CITY OF CLERMONT
ORDINANCE NO. 2019-01

5. Any improvements to Hartwood Marsh Road shall be coordinated and approved through Lake County Public Works Department. At a minimum, these shall include a roundabout at the main entrance to the subdivision and paved shoulders within the limits of the offsite road improvements.
6. Additional right-of-way dedication along Hartwood Marsh Road may be required by Lake County Public Works. A detailed right-of-way survey for the Hartwood Marsh Road along the property frontage will be required with plan and permit submittals.
7. Coordination between the developer and Lake County Solid Waste Office, Lake County Public Works Department/Environmental Services Division, will be required to provide gate access for trash and recycling service pickups for the adjacent parcels that currently are accessing through Eddy Drive.
8. The development may have a pedestrian and road connection to the Lake County Water Authority property, as shown on the Land Use Plan, with submission of written approval from the Lake County Water Authority.
9. A Tier 3 Traffic Impact Study shall be completed and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
10. Roadway Lighting: The developer shall arrange with the power utility provider for installation of street lights along their property boundary adjacent to Hartwood Marsh Road. The cost of installation shall be paid by the developer and shall be installed prior to the first Certificate of Occupancy.
11. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.

SECTION 8. Schools

School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.

SECTION 9.

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

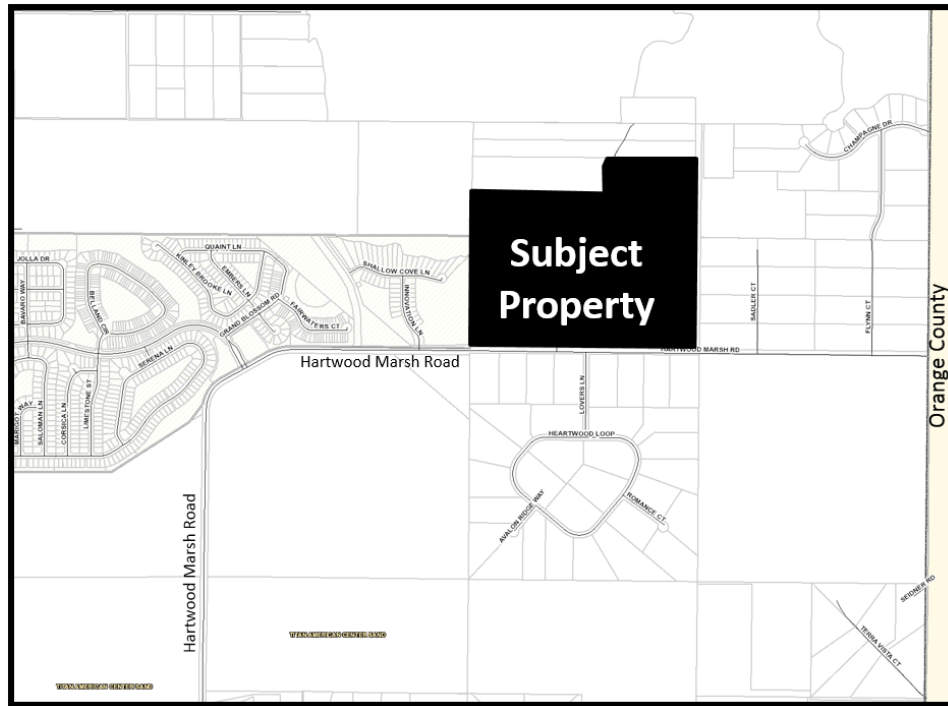
SECTION 10.

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.

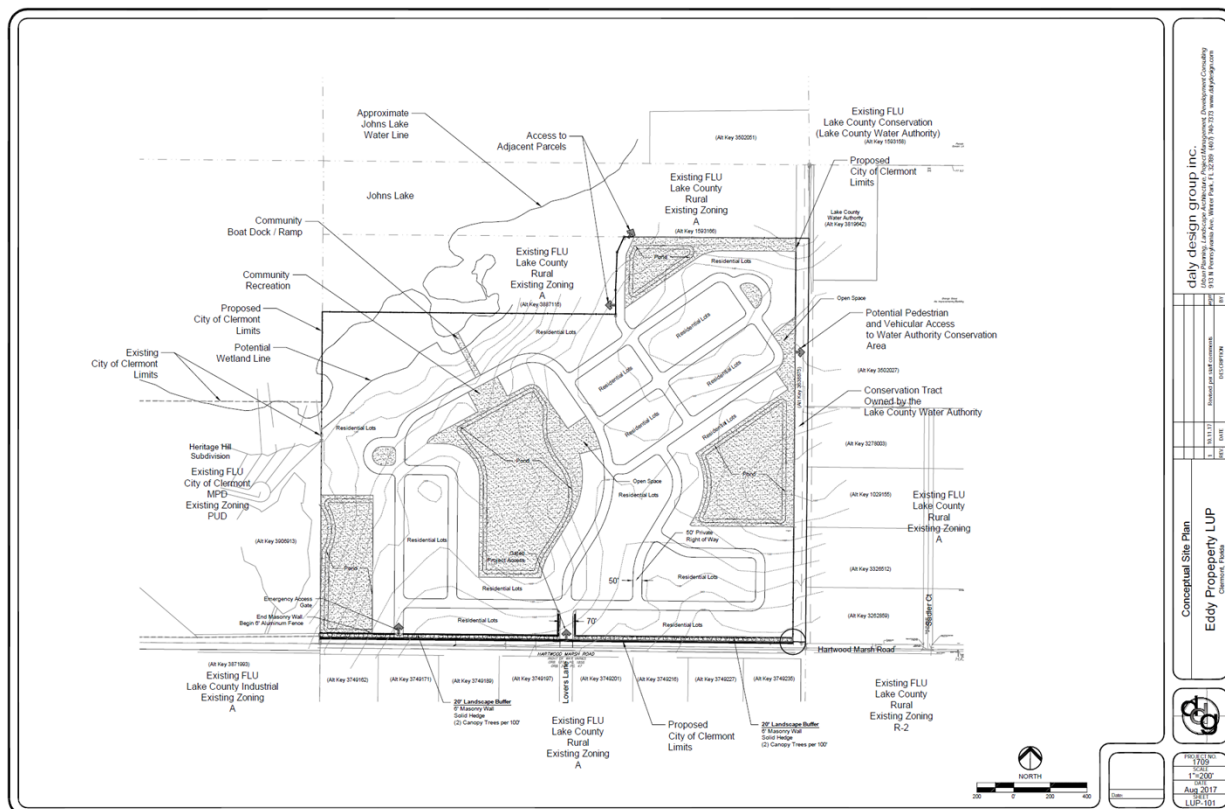
SECTION 11:

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

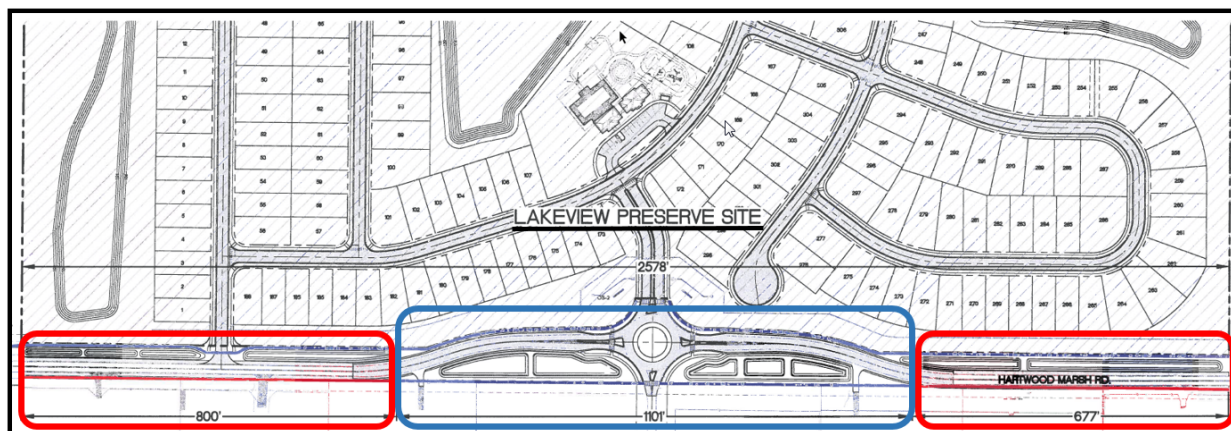
Location map:



CITY OF CLERMONT
ORDINANCE NO. 2019-01



Offsite Sidewalk Exhibit:





CITY OF CLERMONT
ORDINANCE NO. 2019-01

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 8th day of January, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

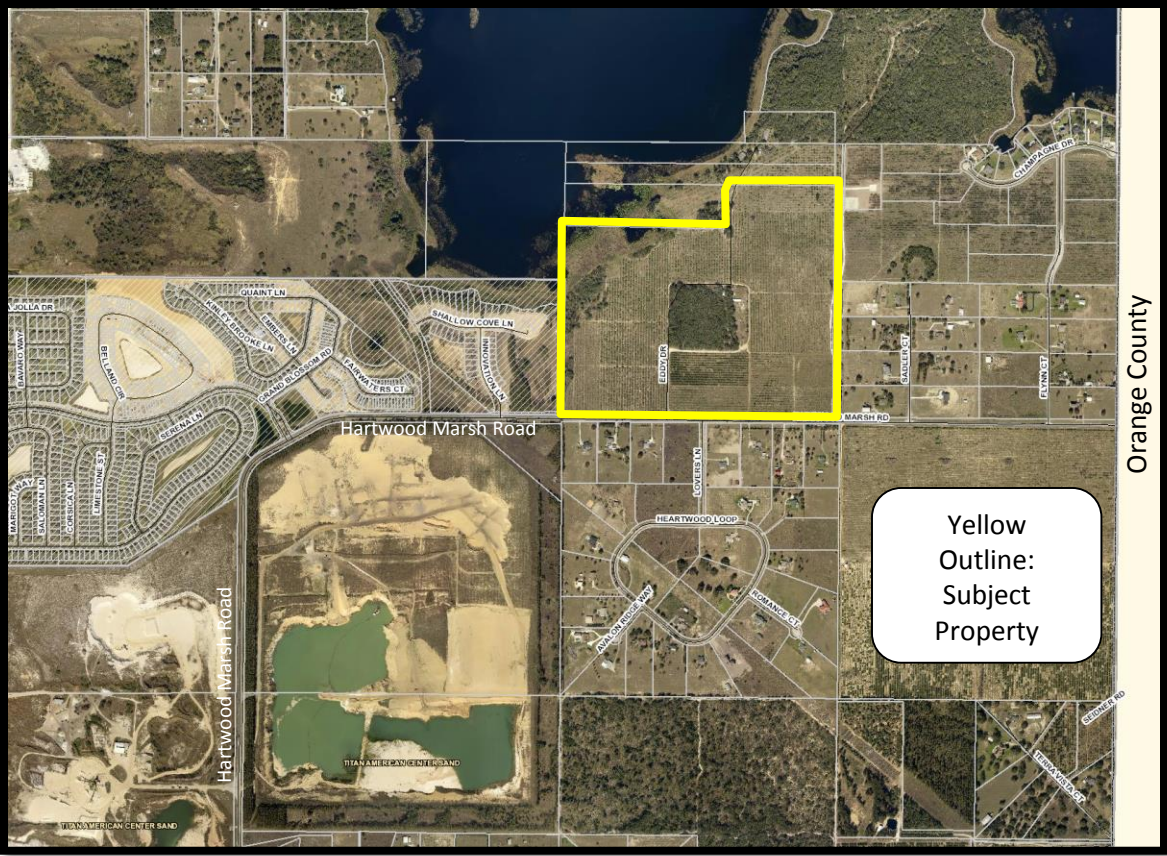
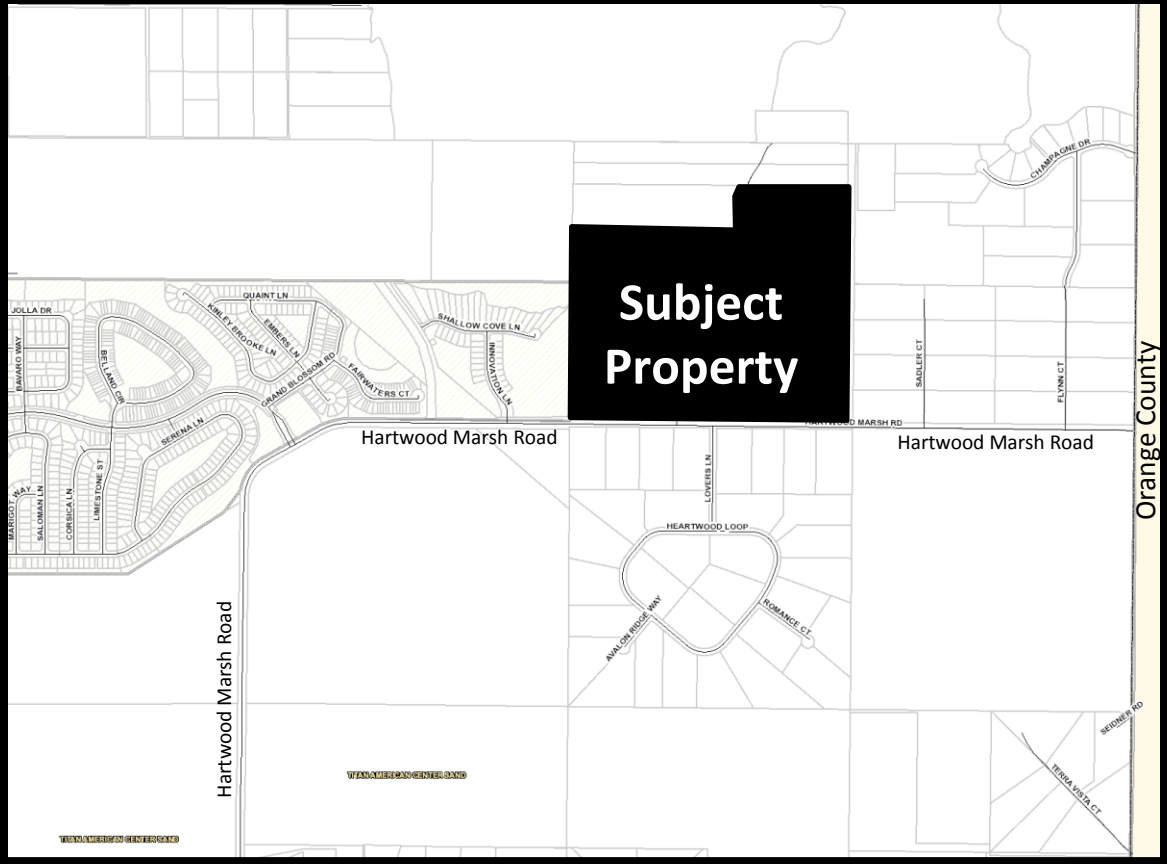
ATTEST:

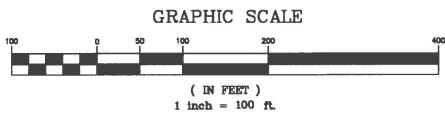
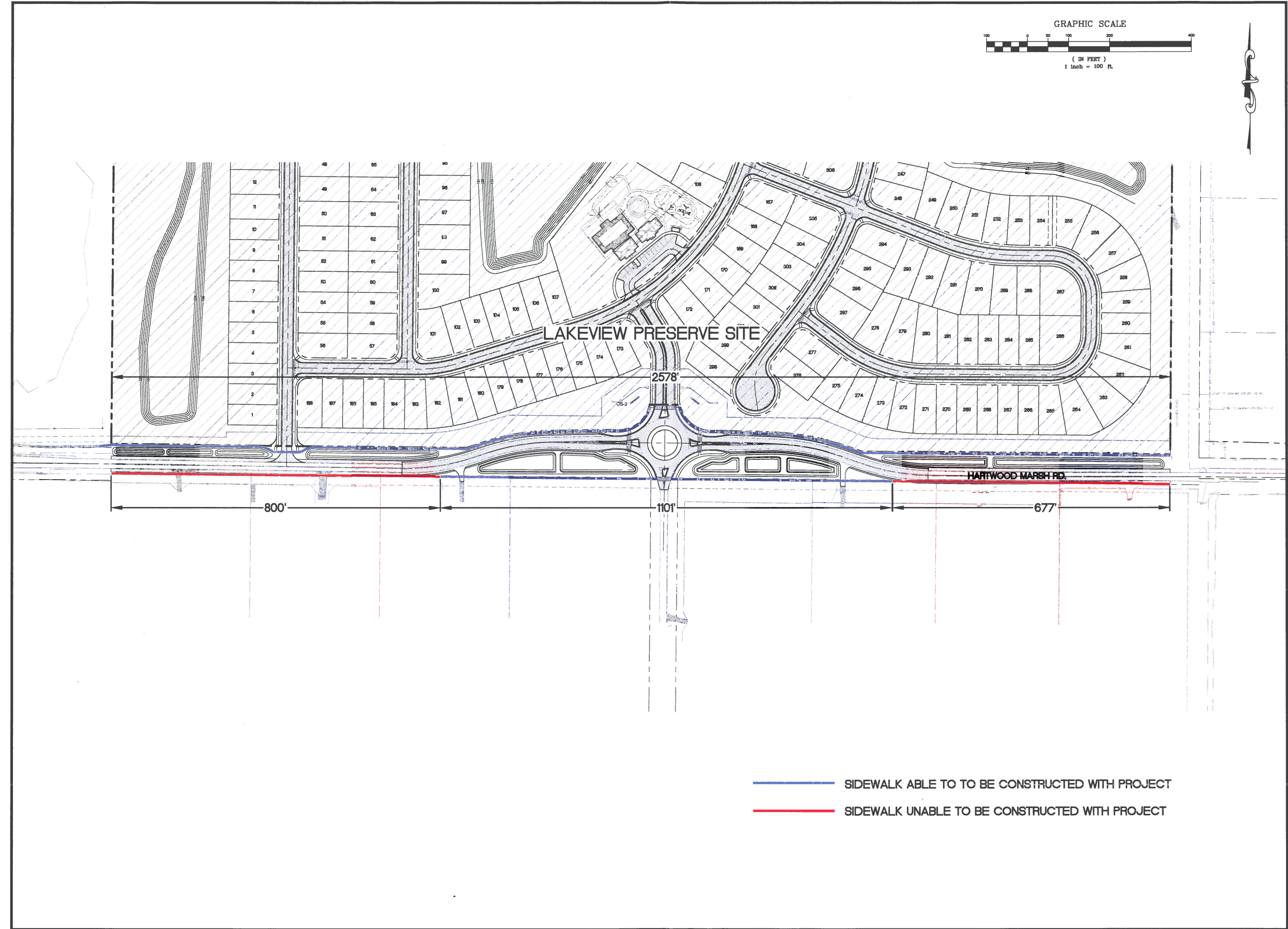
Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map – Lakeview Preserve PUD Amendment





MADDEN
NICHOLHEAD & STOKES, INC.
CIVIL ENGINEERS
431 E. Horatio Avenue
Suite 280
Maitland, Florida 32751
(407) 629-8330

OFFSITE SIDEWALK EXHIBIT
FOR
LAKEVIEW PRESERVE
CITY OF CLERMONT
FLORIDA

CLIENT:
PULTE HOME CORP.
4801 VINELAND RD, SUITE 500
ORLANDO, FL 32811
(407) 661-2237

ENGINEER'S SEAL
NICHOLHEAD & STOKES, INC.
No. 66527
STATE OF FLORIDA
DAVID M. STOKES, P.E.
CERTIFICATE OF AUTHORIZATION NO. EB-0007723

NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

JOB # 17047
DATE: 10/12/18
SCALE: 1" = 100'
DESIGNED BY: TRF
DRAWN BY: TRF
APPROVED BY: DAS

SW

- SIDEWALK ABLE TO TO BE CONSTRUCTED WITH PROJECT
- SIDEWALK UNABLE TO BE CONSTRUCTED WITH PROJECT



CITY OF CLERMONT
REZONING
APPLICATION

PUD1811-0001

DATE: 10/10/18

FEE: \$542.⁰⁰
+ cost of advertisement
CK# 00561777

PROJECT NAME (if applicable): Lakeview Preserve

APPLICANT: Shutts & Bowen LLP

CONTACT PERSON: Kenneth W. Wright, Esq.

Address: 300 South Orange Ave, Suite 1600

City: Orlando State: Florida Zip: 32801

Phone: 4074233200 Fax: _____

E-Mail: kwright@shutts.com

OWNER: see attached Exhibit "A"

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Eddy Drive, Winter Garden, Florida 34787

Legal Description (include copy of survey): See Exhibit "B"

AK 3911542

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

Present Zoning: PUD Proposed Zoning: PUD
(City verification required)



**CITY OF CLERMONT
REZONING
APPLICATION
Page 2**

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

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

This amendment to the PUD seeks to remove the requirement in Ordinance No. 2017-42
Section 7 Item 4 that a sidewalk on the south side of Hartwood Marsh Road be constructed for
the length of the property.

Shutts & Bowen LLP

By: Kenneth W. Wright, Esq., Partner

Applicant Name (print)

X

Applicant Name (*signature*)

see Signature Page

Owner Name (print)

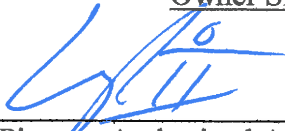
X

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

Owner Signature Page To Rezoning – PUD Amendment



Chuck Piper as Authorized Agent for Mary B. Eddy, Trustee of the Mary B. Eddy Family Trust
Dated Jun 27, 1997

PULTE HOME COMPANY, LLC,
A Michigan limited liability company

By: _____
Doug Hoffman, Vice President – Land Development & Entitlement

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

Owner Signature Page To Rezoning – PUD Amendment

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By: _____
Doug Hoffman, Vice President – Land Development & Entitlement

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

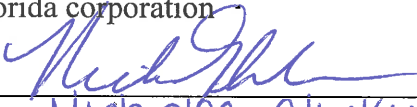
By: 
Name: Nicholas Gluckman
Title: Vice President of Land Development

Exhibit "A"

Owners:

01-23-26-000200000300

1. Mary B. Eddy, Individually, as Trustee for the Mary B. Eddy Family Trust Dated June 27, 1997, and as Trustee of the Mary B. Eddy Trust
11955 Eddy Drive, Winter Garden, Florida 34787
Phone: 407-908-6987
Fax: 407-876-7265

01-23-26-000200002800

2. Pulte Home Company LLC, a Michigan limited liability company
4901 Vineland Road, Suite 500, Orlando, Florida 32811
Phone: 407-661-1465
3. Taylor Morrison of Florida Inc., a Florida corporation
2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751
Phone: 321-397-7523

Exhibit "B"

THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 400 FEET AND LESS THE EAST 70 FEET AND LESS FROM THE NORTH 1/4 CORNER OF SECTION, RUN SOUTH 0°24'23" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 400 FEET; THENCE SOUTH 89°45'17" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE NORTHWEST 1/4 A DISTANCE OF 1007.31 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 23°44'13" WEST 92.02 FEET; THENCE SOUTH 01°41'26" WEST 206.35 FEET; THENCE SOUTH 00°54'02" EAST 132 FEET; THENCE SOUTH 89°45'17" WEST 1573.47 FEET TO WEST LINE OF SAID SECTION; THENCE NORTH 0°08'15" WEST ALONG SAID WEST LINE 422.30 FEET TO SOUTH LINE OF NORTH 400 FEET OF THE NORTHWEST 1/4; THENCE NORTH 89°45'17" EAST 1615.54 FEET TO THE POINT OF BEGINNING AND LESS THE SOUTH 33 FEET FOR ROAD RIGHT OF WAY, AND LYING AND BEING IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

Agent Authorization

I, Mary Eddy as Trustee of the Mary B. Eddy Family Trust Dated June 27, 1997, as the owner of the real property described as follows, 01-23-26-000200000300, do hereby authorize to act as my agent, Chuck Piper, to execute any petitions or other documents necessary to affect the application approval requested and more specifically described as follows, variance application and ordinance amendment, and to appear on my behalf before any administrative or legislative body considering this application and to act in all respects as our agent in matters pertaining to the application.

Date: Oct 9 / 18

Mary B Eddy
Mary B. Eddy, Trustee of the Mary B. Eddy Family Trust dated June 27, 1997

State of Florida
County of Lake

I certify that the foregoing instrument was acknowledged before me this 9th day of October, 2018 by Mary B. Eddy, Trustee of the Mary B. Eddy Family Trust dated June 27, 1997. She is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the 9th day of October, 2018.

Laura Torres

Signature of Notary Public
Notary Public for the State of Florida



My Commission Expires: 7/20/20



KENNETH W. WRIGHT
PARTNER
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1600
Orlando, Florida 32801
DIRECT (407) 835-6911
FAX (407) 849-7211
EMAIL kwright@shutts.com

October 16, 2018

VIA FEDEX

John E. Kruse, AICP
Senior Planner
Development Services Department
685 W. Montrose St.
Clermont, Florida 34711

**Re: Eddy Property - PUD amendment application
Client-Matter No. 25306.0226**

Dear Mr. Kruse:

On behalf of our client, Pulte Home Company, LLC, a Michigan limited liability company ("Pulte"), enclosed with this letter please find the following documents:

1. Rezoning application requesting an amendment to Ordinance 2017-42 ("Application");
2. Agent Authorization executed by Mary Eddy; and
3. Off-site Sidewalk Exhibit by Madden Civil Engineers ("Sidewalk Exhibit").

As you are aware, Ordinance 2017-42 Section 7, Item 4 requires that a sidewalk be constructed for the length of the property described in Exhibit B of the enclosed Application ("Property") along the south side of Hartwood Marsh Road. This requirement was volunteered by Pulte at a public meeting. However, given the proposed roadway cross-section and alignment requested and approved by the City of Clermont ("City") and Lake County, a sidewalk for the full length of the Property will not fit within the right-of-way for the road. The Sidewalk Exhibit shows the sidewalk that fits within the right-of-way in blue and the portions of the sidewalk that do not fit within the right-of-way in red.

Pulte, along with other property owners related to the Property, are requesting Ordinance 2017-42 be amended to remove the requirement that the sidewalk to the south of Hartwood March Road be constructed for the full length of the Property. In consideration of this amendment, Pulte shall construct that portion of the sidewalk that is depicted in blue on the Sidewalk Exhibit and will pay the City the amount of \$24,741.72 for the 1,478 feet of sidewalk (estimated at \$16.72 per linear foot) that does not fit within the right-of-way to be used by the

ORLDOCS 16456991 1 25306.0226

City for other pedestrian or transportation needs as the City sees fit.

We will gladly provide additional information upon request and appreciate your attention to this matter.

Sincerely,

Shutts & Bowen LLP

Kenneth W. Wright

cc: Doug Hoffman (via email w/enc.)
Daniel T. O'Keefe, Esq. (via email w/enc.)



CITY OF CLERMONT REZONING FILING INSTRUCTIONS

Any person requesting a Rezoning shall file a complete application and pay a fee as established by resolution of the City Council in the Development Services Department on or before the 1st day of the month; Complete applications may then be scheduled for Public Hearings the following month - on the 1st Tuesday (Planning & Zoning Commission), 2nd Tuesday (City Council first reading only) and 4th Tuesday (City Council adoption). All applications must be complete, and include applicable site plans and/or pertinent descriptive materials in order to be processed. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearings.

A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

The Applicant shall provide the following information with this application:

- ▶ Completed application. Include all signatures:
 - ◇ Applicant's signature (if different from owner of record)
 - ◇ Owner's signature (owner of record) unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application.
- ▶ Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- ▶ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the rezoning request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on rezoning)
 - a. Name, address and phone number of the applicant.
 - b. North arrow, date and scale.
 - c. Property lines, existing structures, proposed structures and contiguous streets.
 - d. A short description of the proposed structural usage.
 - e. A topographical map with five (5) foot contour lines (if deemed necessary for clarification purposes by City staff).
- ▶ Fee: \$542.⁰⁰ plus the cost of the advertisement

Advertising Receipt

CITY OF CLERMONT
Denisha Durant
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10082543
Phone: (352) 241-7331
Date: 11/15/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	11/27/2018	12/25/2018	\$306.16

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. 2019-01

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

3/4 of a mile east of Heritage Hills Boulevard on Hartwood Marsh Road, North of the intersection of Lovers Lane and Hartwood Marsh Road
Alternate Key 1593174 & 3911542

LEGAL DESCRIPTION

The Northwest 1/4 of Section 1, Township 23 South, Range 26 East, less the North 400 feet and less the East 70 feet and less from the North 1/4 corner of section, run South 0°24'23" East along the East line of the Northwest 1/4 a distance of 400 feet; thence South 89°45'17" West along the South line of the North 400 feet of the Northwest 1/4 a distance of 1007.31 feet for Point of Beginning; thence run South 23°44'13" West 92.02 feet; thence South 01°41'26" West 206.35 feet; thence South 00°54'02" East 132 feet; thence South 89°45'17" West 1573.47 feet to West line of said section; thence North 0°08'15" West along said West line 422.30 feet to

South line of North 400 feet of the Northwest 1/4; thence North 89°45'17" East 1615.54 feet to the Point of Beginning and less the South 33 feet for road right of way, and lying and being in Section 1, Township 23 South, Range 26 East, Lake County, Florida.

The above described tract of land contains 114 acres more or less.

Amendment to Planned Unit Development (Ordinance 2017-42) to revise southern sidewalk condition

This request will be considered by the Planning & Zoning Commission on Tuesday, December 4, 2018 at 6:30 p.m.

A public meeting to consider the request will be held before the City Council on Tuesday, January 8, 2019 at 6:30 p.m. for final enactment.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10082543
November 27, 2018 &
December 25, 2018

Payment Info	
Ad Price	\$306.16
Tax	\$0.00
Sub Total	\$306.16
Prepaid Amount	\$0.00
Balance Due	\$306.16

AGENDA ITEM

Meeting Date	
Tuesday, January 8, 2019	
Agenda Item Name	
Variance Requests <i>Lakeview Preserve</i>	
Requested Action	
Staff recommends denial of the variance requests.	
Staff Report	
The applicant, Shutts & Bowen LLP, is requesting two variances to Section 118-113 of the land development code (LDC) to: (1) To reduce the required tree replacement fee for tree removal and (2) To allow for 3-inch caliper replacement trees instead of the required 6-inch caliper trees per Code. The homebuilder is in the process of developing a 323 lot, single-family residential development on 115 acres located north of the Lovers Lane and Hartwood Marsh intersection. City Council approved Ordinance 2017-42 to allow PUD zoning of the subject property.  When designing the project, the applicant indicated that considerable effort has been placed on preserving and protecting as much of the existing canopy trees on site, but a good portion of the hardwood trees will require removal for site development. City Code Section 118-113 requires each tree removed must be replaced with a 3-inch or 6-inch caliper tree, depending on the size of the tree removed. The applicant is requesting a variance to allow 3-inch caliper trees for all tree replacements.	

The applicant submitted a tree inventory report that indicated the total tree replacement required is 5,453 inches. The applicant is able to provide a total of 3,007 inches of replacement trees on the site. When calculating the replacement trees that cannot be replanted on site, the total is 2,446 inches, or 816 3-inch caliper trees. The total replacement mitigation cost of the trees is \$357,850.00, which includes costs of the trees, transport and installation, and warranty for one year.

The applicant is seeking relief from this requirement, and is requesting a variance to allow a 90% fee reduction of the estimated total, or \$35,785.00 tree replacement fee.

Section 86-174 of the LDC requires a positive finding on the five review criteria in order to grant a variance, and staff believes that one of the five do not meet these findings. Therefore, staff recommends denial of the variances.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Variance Application Tree	Variance Application Tree.pdf	
2. Tree Save Removal Plan Exhibit	Tree Save Removal Plan Exhibit.pdf	
3. New 86-174 Review Criteria-1747 Lakeview Preserve Tree	New 86-174 Review Criteria-1747 Lakeview Preserve Tree.docx	
4. Lakeview Preserve Legal Ad Proof	Lakeview Preserve Legal Ad Proof.pdf	



CITY OF CLERMONT
VARIANCE
Application

VAR1811-0001

DATE: 10/1/18

FEE: \$600

PROJECT NAME (if applicable): Lakeview Preserve

PAID CK#0091272643

APPLICANT: Shutts & Bowen LLP

CONTACT PERSON: Daniel T. O'Keefe, Esq.

Address: 300 South Orange Ave, Suite 1600

City: Orlando State: Florida Zip: 32801

Phone: 407-835-6956 Fax: 407-849-7256

E-Mail: dokeefe@shutts.com

OWNER: See attached Exhibit "A"

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: Eddy Drive, Winter Garden, Florida 34787

General Location: North of Hartwood Marsh Road and surrounding Eddy Road

Part of Wellness Way and the Lake Apopka Basin Overlay District

Legal Description (include copy of survey): See Exhibit "B"

AK 3911542

Land Use (City verification required): Agriculture (orange grove)



Zoning (City verification required): A

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:
Section 118-113

What are you proposing to do that would require a variance and why? Reduce the required payment for replacement trees to 10% of the total replacement cost which is consistent with historical precedent.

How does the Code create a hardship? Because of the abundance of existing trees on the property and the Code limitations for trees per lot, the tree replacement cost is excessive and prohibits redevelopment of the property.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested – subject and code section: Section 118-113(d)(6) - tree replacement fund

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

A reduction in payment for tree replacement does not interfere with the enjoyment of adjacent or nearby property owners because replacing the trees on the property is not possible and the tree fund money is used to mitigate in other areas of the City. Reduction of the tree replacement payment does not negatively impact the standard of living of citizens because payment at the current rate is cost prohibitive for redevelopment of the property. Redevelopment of the property as currently proposed will increase City revenue with payment of impact fees and future taxes, a benefit to the City and its citizens. Additionally, the developer will still contribute to the tree replacement fund to be used to beautify the City.



(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

Properties to the east, south, and west of the property contain residential development. The property to the north is a lake. Residential use is not out of character. Allowing the variance will allow for redevelopment of the property in a manner that is consistent with the surrounding property.

CITY OF CLERMONT

VARIANCE

Application

Page 3

3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

The benefit of reducing the tree replacement payment is to allow for residential development to meet the growing population and increase the City tax revenue. The reduction still produces a net gain of income to the City and the tree fund.

(4) The granting of the variance is consistent with the city's comprehensive plan; and

Granting the variance is consistent with the City's Comprehensive Plan because the proposed development epitomizes orderly growth which enhances the quality of life for all residents by allowing for needed housing while following the City Code requirements. The payment reduction is needed to achieve such development.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

Development of the property, which is not economically feasible without a reduction of the tree replacement cost, is more beneficial than requiring the full tree replacement fee. The developer will still pay 10% of the tree replacement cost, which is consistent with previously granted settlements and variances approved by the Board.



CITY OF CLERMONT
VARIANCE
Application
Page 4

Shutts & Bowen LLP

By: Daniel T. O'Keefe, Esq., Partner

Applicant Name (print)

X *Dan O'Keefe*
Applicant Name (*signature*)

See Signature Page

Owner Name (print)

X _____
Owner Name (*signature*)

******* NOTICE *******

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape,



surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered:

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

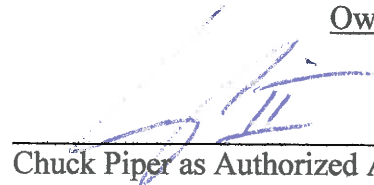
(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)

Owner Signature Page To Variance Application



Chuck Piper as Authorized Agent for Mary B. Eddy, Trustee of the Mary B. Eddy Family Trust
Dated Jun 27, 1997

PULTE HOME COMPANY, LLC,
A Michigan limited liability company

By: _____
Doug Hoffman, Vice President – Land Development & Entitlement

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

Owner Signature Page To Variance Application

Mary B. Eddy, Trustee of the Mary B. Eddy Family Trust Dated Jun 27, 1997

PULTE HOME COMPANY, LLC,
A Michigan limited liability company

By: _____
Doug Hoffman, Vice President – Land Development & Entitlement

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: _____
Name: _____
Title: _____

Owner Signature Page To Variance Application

Mary B. Eddy, Trustee of the Mary B. Eddy Family Trust Dated Jun 27, 1997

PULTE HOME COMPANY, LLC,
A Michigan limited liability company

By: _____
Doug Hoffman, Vice President — Land Development & Entitlement

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

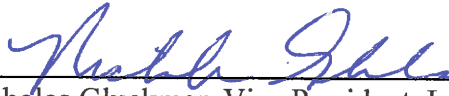
By:  _____
Nicholas Gluckman-Vice President, Land Development & Entitlement

Exhibit "A"

Owners:

01-23-26-000200000300

1. Mary B. Eddy, Individually, as Trustee for the Mary B. Eddy Family Trust Dated June 27, 1997, and as Trustee of the Mary B. Eddy Trust
11955 Eddy Drive, Winter Garden, Florida 34787
Phone: 407-908-6987
Fax: 407-876-7265

01-23-26-000200002800

2. Pulte Home Company LLC, a Michigan limited liability company
4901 Vineland Road, Suite 500, Orlando, Florida 32811
Phone: 407-661-1465
3. Taylor Morrison of Florida Inc., a Florida corporation
2600 Lake Lucien Drive, Suite 350, Maitland, Florida 32751
Phone: 321-397-7523

Exhibit "B"

THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LESS THE NORTH 400 FEET AND LESS THE EAST 70 FEET AND LESS FROM THE NORTH 1/4 CORNER OF SECTION, RUN SOUTH 0°24'23" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 400 FEET; THENCE SOUTH 89°45'17" WEST ALONG THE SOUTH LINE OF THE NORTH 400 FEET OF THE NORTHWEST 1/4 A DISTANCE OF 1007.31 FEET FOR POINT OF BEGINNING; THENCE RUN SOUTH 23°44'13" WEST 92.02 FEET; THENCE SOUTH 01°41'26" WEST 206.35 FEET; THENCE SOUTH 00°54'02" EAST 132 FEET; THENCE SOUTH 89°45'17" WEST 1573.47 FEET TO WEST LINE OF SAID SECTION; THENCE NORTH 0°08'15" WEST ALONG SAID WEST LINE 422.30 FEET TO SOUTH LINE OF NORTH 400 FEET OF THE NORTHWEST 1/4; THENCE NORTH 89°45'17" EAST 1615.54 FEET TO THE POINT OF BEGINNING AND LESS THE SOUTH 33 FEET FOR ROAD RIGHT OF WAY, AND LYING AND BEING IN SECTION 1, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.

Exhibit "C"

Aerial View





DANIEL T. O'KEEFE
PARTNER
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1600
Orlando, Florida 32801
Member Florida Bar
DIRECT (407) 835-6956
FAX (407) 849-7256
EMAIL dokeefe@shutts.com

October 26, 2018

VIA FEDEX

John E. Kruse, AICP
Development Services Dept.
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: Eddy Property - Application for Variance

Dear John:

On behalf of our client, Pulte Home Company, LLC, a Michigan limited liability company ("Pulte"), enclosed please find the following documents:

1. City of Clermont Variance Application;
2. Statement of Justification;
3. Lake County Property Report Cards with location maps; and
4. Tree Save and Removal Plan.

Additionally, in accordance with the City of Clermont Variance Filing Instructions, I have enclosed a check payable to the City of Clermont in the amount of \$600.00 for the application filing fee. Please note the Agent Authorization for Mary Eddy was included in the PUD amendment application that is being simultaneously submitted.

If I have overlooked anything necessary or helpful for consideration of the enclosed application, please let me know as soon as possible. In the meantime, thank your review of the enclosed application materials.

Sincerely,

Shutts & Bowen LLP


Daniel T. O'Keefe

Cc: Doug Hoffman (via email w/enc.)
ORLDOCS 16433243 1



CITY OF CLERMONT VARIANCE

Filing Instructions

Any person requesting a Variance shall file a complete application in the Development Services Department at least thirty (30) days prior to the hearing date of the City Council. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed.

A Pre-Application meeting with the Development Services Director (or designated staff) is required prior to submittal of the application. The Development Services Director shall determine if the application is complete and properly filed.

APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST

Notification of Public Hearing

All variance requests shall be considered at public hearings, which shall be noticed as follows:

- (1) The City shall send notice of the proposed variance to the owners of all adjoining properties to the subject property. Such notice shall include the date, time and place of the public hearing before the City Council, along with a clear and concise description of the proposed variance. For the purposes of such notification, adjoining properties shall include those properties within 150 feet of the subject property even when separated from the subject property by a road, canal, easement, right-of-way or similar barrier.
- (2) Notice of public hearing shall be published in a newspaper of general circulation within the City no less than five (5) days prior to the date set for hearing the variance request.

Conditions of Approval and Denial

- (1) When any variance is granted, construction of the structure or other variance item must be started within one year from the date the variance is granted. It shall be the obligation of the owner to file written notice with the Administrative Official and the Development Services Director that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.
- (2) A variance in the zoning regulations may be transferred along with the transfer of the property ownership, but only for the specific use and approved plan originally granted.
- (3) Variance requests which have been denied may not be resubmitted for a period of two (2) years.



CITY OF CLERMONT
VARIANCE
Filing Instructions
Page 2

Check List

The following information shall be provided:

- ☒ Proof of ownership, (i.e. Lake County Property record card, tax receipt, or deed.
- ☒ Legal description of the property – may be on information above.
- ☐ Plot plan (drawn to scale) of the property involved showing the location of existing buildings or structures and the location of proposed buildings or structures which specifically delineates and illustrates the extent of the variance request. Maximum size for plans is 11" x 17" (two full size copies for detail as needed, depending on the Variance).
- ☒ A written justification based on Sec. 86-174, which explains the conditions and circumstances of the alleged hardship and the necessity of the action. Staff will review the application based on the review criteria. Therefore, it is in the applicant's best interest to submit the application with those eight (8) items in mind to justify the variance request.
- ☒ Visual aids that may clarify the variance request such as overhead projections, large scale drawings, etc. A location map must be included that identifies the location of the property. These will be presented by the applicant at the public hearing.
- ☒ The original application and all supplemental materials.
- ☒ Fee: \$300.⁰⁰ plus cost of advertisement for existing single-family residential
\$600.⁰⁰ plus cost of advertisement for all others

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

Select Language ▼

PROPERTY RECORD CARD

General Information

Owner Name:	EDDY MARY B TRUSTEE	Alternate Key:	1593174
Mailing Address:	11955 EDDY DR WINTER GARDEN, FL 34787 Update Mailing Address	Parcel Number:	01-23-26-000200000300
		Millage Group and City:	0003 (UNINCORPORATED)
		Total Certified Millage Rate:	14.52
		Trash/Recycling/Water/Info:	My Public Services Map 🗺️
Property Location:	EDDY DR WINTER GARDEN FL 34787 Update Property Location	Property Name:	-- Submit Property Name 🗺️
		School Locator:	School and Bus Map 🗺️
Property Description:	NW 1/4 OF SEC 1-23-26--LESS N 400 FT & LESS E 70 FT & LESS FROM N 1/4 COR OF SEC 1-23-26 RUN S 0-24-23 E ALONG E LINE OF NW 1/4 A DIST OF 400 FT, S 89-45-17 W ALONG S LINE OF N 400 FT OF NW 1/4 A DIST OF 1007.31 FT FOR POB, RUN S 23-44-13 W 92.02 FT, S 01-41-26 W 206.35 FT, S 0-54-02 E 132 FT, S 89-45-17 W 1573.47 FT TO W LINE OF SEC, N 0-08-15 W ALONG SAID W LINE 422.30 FT TO S LINE OF N 400 FT OF NW 1/4, N 89-45-17 E 1615.54 FT TO POB & LESS S 33 FT FOR RD R/W & LESS FROM NE COR OF NW 1/4 OF SEC 1-23-26 RUN S 0-27-04 W ALONG E LINE OF NW 1/4 A DIST OF 747.84 FT, N 89-46-26 W 70 FT FOR POB, RUN S 0-27-04 W 50 FT, N 89-46-26 W 79.22 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY HAVING A RADIUS OF 75 FT, A CHORD BEARING OF S 72-50-19 W & A CHORD DIST OF 44.82 FT, THENCE RUN SW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-46-29 FOR AN ARC DIST OF 45.52 FT TO A POINT OF TANGENCY, THENCE RUN S 55-27-04 W 20.62 FT, S 34-32-56 E 120 FT, THENCE RUN S 55-27-04 W 880.86 FT, THENCE RUN S 44-13-02 W 137.59 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE W'LY HAVING A RADIUS OF 770 FT, A CHORD BEARING OF S 14-30-39 W & A CHORD DIST OF 705.91 FT, THENCE RUN SW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 54-33-55 FOR AN ARC DIST OF 733.31 FT TO A POINT OF TANGENCY, THENCE RUN S 41-47-36 W FOR A DIST OF 153.01 FT,		

THENCE RUN S 24-27-0 W 57.43 FT, S 52-21-36 E 141.96 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE NE'LY HAVING A RADIUS OF 60 FT, A CHORD BEARING OF S 50-21-48 E & A CHORD DIST OF 72.81 FT, THENCE RUN SE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 74-42-24 FOR AN ARC DIST OF 78.23 FT A POINT ON A NON-TANGENT LINE, THENCE RUN S 74-26-57 E 34.93 FT, S 73-54-51 E 52.25 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SW'LY HAVING A RADIUS OF 587 FT, A CHORD BEARING OF S 78-02-15 E & A CHORD DIST OF 143.54 FT, THENCE RUN SE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 14-02-44 FOR AN ARC DIST OF 143.90 FT TO A POINT OF TANGENCY, THENCE RUN S 71-0-53 E 42.48 FT, S 09-46-31 W 20.26 FT TO A POINT ON N R/W LINE OF HARTWOOD MARSH RD, THENCE N 89-26-06 W ALONG SAID N R/W LINE 1826.82 FT TO A POINT ON S'LY EXTENSION OF THE E LINE OF INNOVATION AT HIDDEN LAKE PB 68 PG 92, N 0-24-03 E ALONG SAID S'LY EXTENSION & SAID E LINE A DIST OF 1771.32 FT, THENCE RUN S 89-31-15 E 1105.96 FT, S 11-09-33 E 41.11 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE SW'LY, HAVING A RADIUS OF 245 FT, A CHORD BEARING OF S 67-51-14 E & A CHORD DIST OF 269.06 FT, THENCE RUN SE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 66-36-37 FOR AN ARC DIST OF 284.83 FT TO A POINT OF TANGENCY, THENCE RUN S 34-32-56 E 45 FT, S 55-27-04 W 120 FT, THENCE S 34-32-56 E 290 FT, N 55-27-24 E 1215.54 FT, S 89-32-57 E 76.01 FT, S 0-27-04 W 141 FT, S 89-46-26 E 50 FT TO POB-- ORB 1529 PG 1669

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	ORANGE GROVE (6600)	0	0		30.29	AC	\$30,290.00	\$545,220.00
2	ORANGE GROVE (6604)	0	0		15.15	AC	\$15,150.00	\$272,700.00

[Click here for Zoning Info](#) 
Map

[FEMA Flood](#)

Miscellaneous Improvements

There is no improvement information to display.

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
1529 / 1669	6/27/1997	Warranty Deed	Unqualified	Improved	\$0.00
802 / 976	2/1/1984	Warranty Deed	Unqualified	Improved	\$1.00
745 / 1453	3/1/1982	Personal Rep Deed	Unqualified	Improved	\$1.00
Click here to search for mortgages, liens, and other legal documents. 					

Values and Estimated Ad Valorem Taxes

Values shown are 2018 Certified Values subject to change.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$817,920	\$45,440	\$45,440	5.11800	\$232.56
LAKE COUNTY MSTU AMBULANCE	\$817,920	\$45,440	\$45,440	0.46290	\$21.03
LAKE COUNTY MSTU FIRE	\$817,920	\$45,440	\$45,440	0.47040	\$21.37
SCHOOL BOARD STATE	\$817,920	\$45,440	\$45,440	4.10700	\$186.62
SCHOOL BOARD LOCAL	\$817,920	\$45,440	\$45,440	2.24800	\$102.15
LAKE COUNTY MSTU STORMWATER	\$817,920	\$45,440	\$45,440	0.49570	\$22.52
ST JOHNS RIVER FL WATER MGMT DIST	\$817,920	\$45,440	\$45,440	0.25620	\$11.64
LAKE COUNTY VOTED DEBT SERVICE	\$817,920	\$45,440	\$45,440	0.13240	\$6.02
LAKE COUNTY WATER AUTHORITY	\$817,920	\$45,440	\$45,440	0.49000	\$22.27
SOUTH LAKE HOSPITAL DIST	\$817,920	\$45,440	\$45,440	0.64320	\$29.23
			Total:	14.4238	Total: \$655.41

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)

[Learn More](#) [View the Law](#)

Additional Homestead Exemption (up to an additional \$25,000)

[Learn More](#) [View the Law](#)

Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law
Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings

The exemptions marked with a  above are providing a tax dollar savings of:
\$0.00

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark 

Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law

Non-Homestead Assessment Limitation (10% assessed value cap)

[Learn
More](#)[View the
Law](#)

Conservation Classification Assessment Limitation

[Learn
More](#)[View the
Law](#) Agricultural Classification[Learn
More](#)[View the
Law](#)

Assessment Reduction Savings

The assessment reductions marked with a  above are providing a tax dollar savings of: **\$11,142.10**

NOTE: Information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

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Property data last updated on September 3, 2018.
[Site Notice](#)



Select Language ▼

PROPERTY RECORD CARD

General Information

Owner Name:	PULTE HOME COMPANY LLC &	Alternate Key:	3911542
Mailing Address:	TAYLOR MORRISON OF FLORIDA INC 2600 LAKE LUCIEN DR STE 350 MAITLAND, FL 32751	Parcel Number:	01-23-26-0002-000-02800
		Millage Group and City:	0003 (UNINCORPORATED)
		Total Certified Millage Rate:	14.4238
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	EDDY DR WINTER GARDEN FL 34787	Property Name:	Submit Property Name
		School Locator:	School and Bus Map
Property Description:	FROM NE COR OF NW 1/4 OF SEC 1-23-26 RUN S 0-27-04 W ALONG E LINE OF NW 1/4 A DIST OF 747.84 FT, N 89-46-26 W 70 FT FOR POB, RUN S 0-27-04 W 50 FT, N 89-46-26 W 79.22 FT TO THE POINT OF CURVATURE OF A CURVE CONCAVE SE'LY HAVING A RADIUS OF 75 FT, A CHORD BEARING OF S 72-50-19 W & A CHORD DIST OF 44.82 FT, THENCE RUN SW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 34-46-29 FOR AN ARC DIST OF 45.52 FT TO A POINT OF TANGENCY, THENCE RUN S 55-27-04 W 20.62 FT, S 34-32-56 E 120 FT, THENCE RUN S 55-27-04 W 880.86 FT, THENCE RUN S 44-13-02 W 137.59 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE W'LY HAVING A RADIUS OF 770 FT, A CHORD BEARING OF S 14-30-39 W & A CHORD DIST OF 705.91 FT, THENCE RUN SW'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 54-33-55 FOR AN ARC DIST OF 733.31 FT TO A POINT OF TANGENCY, THENCE RUN S 41-47-36 W FOR A DIST OF 153.01 FT, THENC RUN S 24-27-0 W 57.43 FT, S 52-21-36 E 141.96 FT TO A POINT ON A NON-TANGENT CURVE CONCAVE NE'LY HAVING A RADIUS OF 60 FT, A CHORD BEARING OF S 50-21-48 E & A CHORD DIST OF 72.81 FT, THENCE RUN SE'LY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 74-42-24 FOR AN ARC DIST OF 78.23 FT A POINT ON A NON-TANGENT LINE, THENCE RUN S 74-26-57 E 34.93 FT, S		

73-54-51 E 52.25 FT TO A POINT ON A NON-TANGENT CURVE |
 CONCAVE SW'LY HAVING A RADIUS OF 587 FT, A CHORD
 BEARING OF |
 S 78-02-15 E & A CHORD DIST OF 143.54 FT, THENCE RUN SE'LY
 |
 ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF
 14-02-44 |
 FOR AN ARC DIST OF 143.90 FT TO A POINT OF TANGENCY,
 THENCE |
 RUN S 71-0-53 E 42.48 FT, S 09-46-31 W 20.26 FT TO A POINT |
 ON N R/W LINE OF HARTWOOD MARSH RD, THENCE N 89-26-06
 W |
 ALONG SAID N R/W LINE 1826.82 FT TO A POINT ON S'LY |
 EXTENSION OF THE E LINE OF INNOVATION AT HIDDEN LAKE
 PB 68 |
 PG 92, N 0-24-03 E ALONG SAID S'LY EXTENSION & SAID E LINE
 A |
 DIST OF 1771.32 FT, THENCE RUN S 89-31-15 E 1105.96 FT, S |
 11-09-33 E 41.11 FT TO A POINT ON A NON-TANGENT CURVE |
 CONCAVE SW'LY, HAVING A RADIUS OF 245 FT, A CHORD
 BEARING OF |
 S 67-51-14 E & A CHORD DIST OF 269.06 FT, THENCE RUN SE'LY
 |
 ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF
 66-36-37 |
 FOR AN ARC DIST OF 284.83 FT TO A POINT OF TANGENCY,
 THENCE |
 RUN S 34-32-56 E 45 FT, S 55-27-04 W 120 FT, THENCE S |
 34-32-56 E 290 FT, N 55-27-24 E 1215.54 FT, S 89-32-57 E |
 76.01 FT, S 0-27-04 W 141 FT, S 89-46-26 E 50 FT TO |
 POB--LESS PORTION LYING BELOW OHWL OF JOHNS LAKE-- |
 ORB 5158 PG 1312 |

NOTE: This property description is a condensed/abbreviated version of the original description as recorded on deeds or other legal instruments in the public records of the Lake County Clerk of Court. It may not include the Public Land Survey System's Section, Township, Range information or the county in which the property is located. It is intended to represent the land boundary only and does not include easements or other interests of record. This description should not be used for purposes of conveying property title. The Property Appraiser assumes no responsibility for the consequences of inappropriate uses or interpretations of the property description.

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	ORANGE GROVE (6600)	0	0		55.13	AC	\$0.00	\$992,340.00
2	PASTURE IMPROVED GOOD (6200)	0	0		7.88	AC	\$0.00	\$141,840.00

[Click here for Zoning Info](#) 
[FEMA Flood Map](#)

Miscellaneous Improvements

No.	Type	No. Units	Unit Type	Year	Depreciated Value
0001	GARAGE DETACHED (DGF)	750	SF	1997	\$7,362.00
0002	CARPORT/POLE SHED - UNFINISHED (UCP)	500	SF	1997	\$1,494.00
0003	CARPORT/POLE SHED - UNFINISHED (UCP)	1440	SF	2012	\$7,936.00

Sales History

NOTE: This section is not intended to be a complete chain of title. Additional official book/page numbers may be listed in the property description above and/or recorded and indexed with the Clerk of Court. [Follow this link to search all documents by owner's name.](#)

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5158 / 1312	8/20/2018	Warranty Deed	Qualified	Vacant	\$4,793,800.00
Click here to search for mortgages, liens, and other legal documents.					

Values and Estimated Ad Valorem Taxes

Values shown are 2019 WORKING VALUES subject to change until certified.

The Market Value listed below is not intended to represent the anticipated selling price of the property and should not be relied upon by any individual or entity as a determination of current market value.

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$1,150,972	\$1,150,972	\$1,150,972	5.11800	\$5,890.67
LAKE COUNTY MSTU AMBULANCE	\$1,150,972	\$1,150,972	\$1,150,972	0.46290	\$532.78
LAKE COUNTY MSTU FIRE	\$1,150,972	\$1,150,972	\$1,150,972	0.47040	\$541.42
SCHOOL BOARD STATE	\$1,150,972	\$1,150,972	\$1,150,972	4.10700	\$4,727.04
SCHOOL BOARD LOCAL	\$1,150,972	\$1,150,972	\$1,150,972	2.24800	\$2,587.39
LAKE COUNTY MSTU STORMWATER	\$1,150,972	\$1,150,972	\$1,150,972	0.49570	\$570.54
ST JOHNS RIVER FL WATER MGMT DIST	\$1,150,972	\$1,150,972	\$1,150,972	0.25620	\$294.88
LAKE COUNTY VOTED DEBT SERVICE	\$1,150,972	\$1,150,972	\$1,150,972	0.13240	\$152.39
LAKE COUNTY WATER AUTHORITY	\$1,150,972	\$1,150,972	\$1,150,972	0.49000	\$563.98
SOUTH LAKE HOSPITAL DIST	\$1,150,972	\$1,150,972	\$1,150,972	0.64320	\$740.31
				Total:	Total:
				14.4238	\$16,601.40

Exemptions Information

This property is benefitting from the following exemptions with a checkmark ✓

Homestead Exemption (first exemption up to \$25,000)	Learn More	View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More	View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) ✓	Learn More	View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More	View the Law
Widow / Widower Exemption (up to \$500)	Learn More	View the Law

Blind Exemption (up to \$500)	Learn More	View the Law
Disability Exemption (up to \$500)	Learn More	View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Disability Exemption (\$5000)	Learn More	View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More	View the Law
Deployed Servicemember Exemption (amount varies)	Learn More	View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More	View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More	View the Law
Conservation Exemption (amount varies)	Learn More	View the Law
Tangible Personal Property Exemption (up to \$25,000)	Learn More	View the Law
Religious, Charitable, Institutional, and Organizational Exemptions (amount varies)	Learn More	View the Law
Economic Development Exemption	Learn More	View the Law
Government Exemption (amount varies)	Learn More	View the Law

Exemption Savings

The exemptions marked with a  above are providing a tax dollar savings of: **\$0.00**

Assessment Reduction Information (3% cap, 10% cap, Agricultural, Portability, etc.)

This property is benefitting from the following assessment reductions with a checkmark 

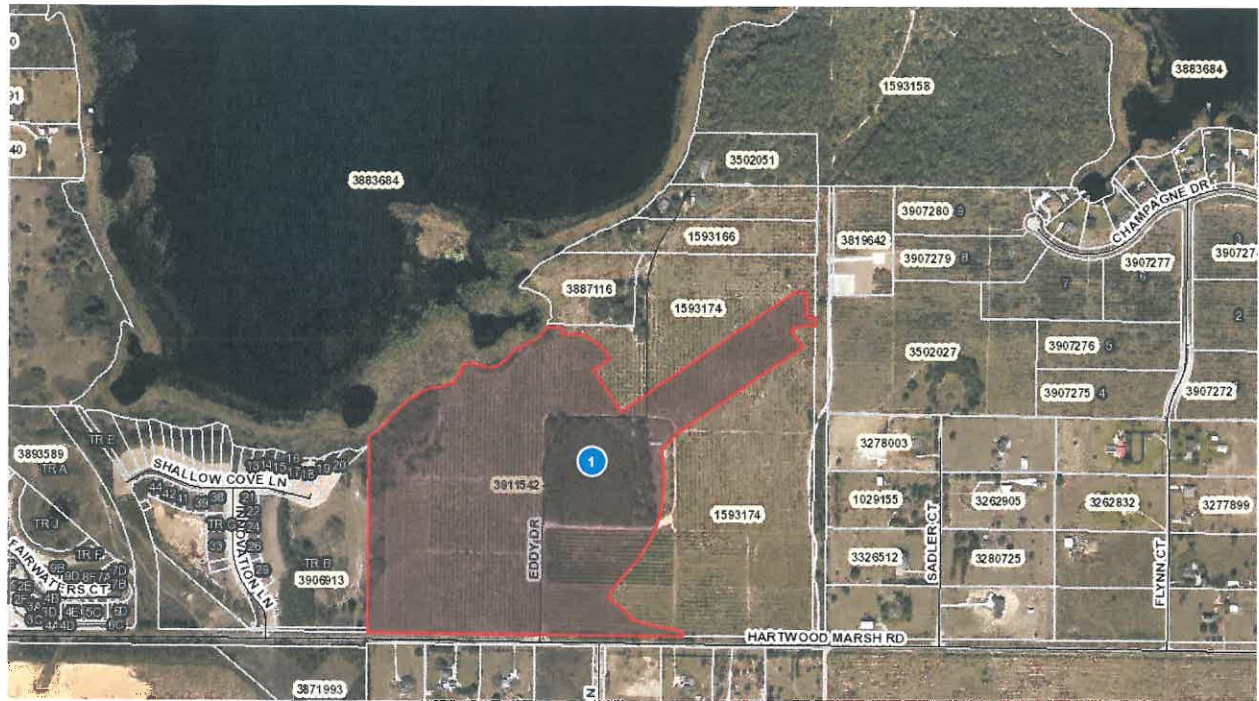
Save Our Homes Assessment Limitation (3% assessed value cap)	Learn More	View the Law
Save Our Homes Assessment Transfer (Portability)	Learn More	View the Law
Non-Homestead Assessment Limitation (10% assessed value cap)	Learn More	View the Law
Conservation Classification Assessment Limitation	Learn More	View the Law
Agricultural Classification	Learn More	View the Law

Assessment Reduction Savings

The assessment reductions marked with a ✓ above are providing a tax dollar savings of: **\$0.00**

NOTE: information on this Property Record Card is compiled and used by the Lake County Property Appraiser for the sole purpose of ad valorem property tax assessment administration in accordance with the Florida Constitution, Statutes, and Administrative Code. The Lake County Property Appraiser makes no representations or warranties regarding the completeness and accuracy of the data herein, its use or interpretation, the fee or beneficial/equitable title ownership or encumbrances of the property, and assumes no liability associated with its use or misuse. See the posted [Site Notice](#).

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on September 30, 2018.
Site Notice



Justification Statement

Applicant seeks a variance to Section 118-113(d)(6) of the City of Clermont ("City") Land Development Code ("Code") to reduce the required payment for replacement trees. The estimated cost for the tree replacement is \$357,850.00. Applicant is seeking relief from this requirement, and is proposing that developer pay 10% of the total or \$35,785.00.

Applicant has set forth its position regarding each of the five variance criteria listed in Section 86-174 of the Code on the City of Clermont Variance Application form. In accordance with the City of Clermont Variance Filing Instructions Check List, item 4, Applicant offers the following additional justification statement.

As reflected on Exhibit "C" submitted with the variance application, the property in its current state is an orange grove with a dense cluster of trees in the center of the property covering about 10 acres or 9% of the total land area. As reflected in Exhibit "D" submitted with the variance application, the property is proposed for residential development and some of the trees clustered within the central 10 acres will need to be removed due to severity of the existing slope and construction of infrastructure. When designing the master plan for the residential development, efforts were made to save as many trees as possible within the central 10 acres and over 2 acres are proposed for tree preservation.

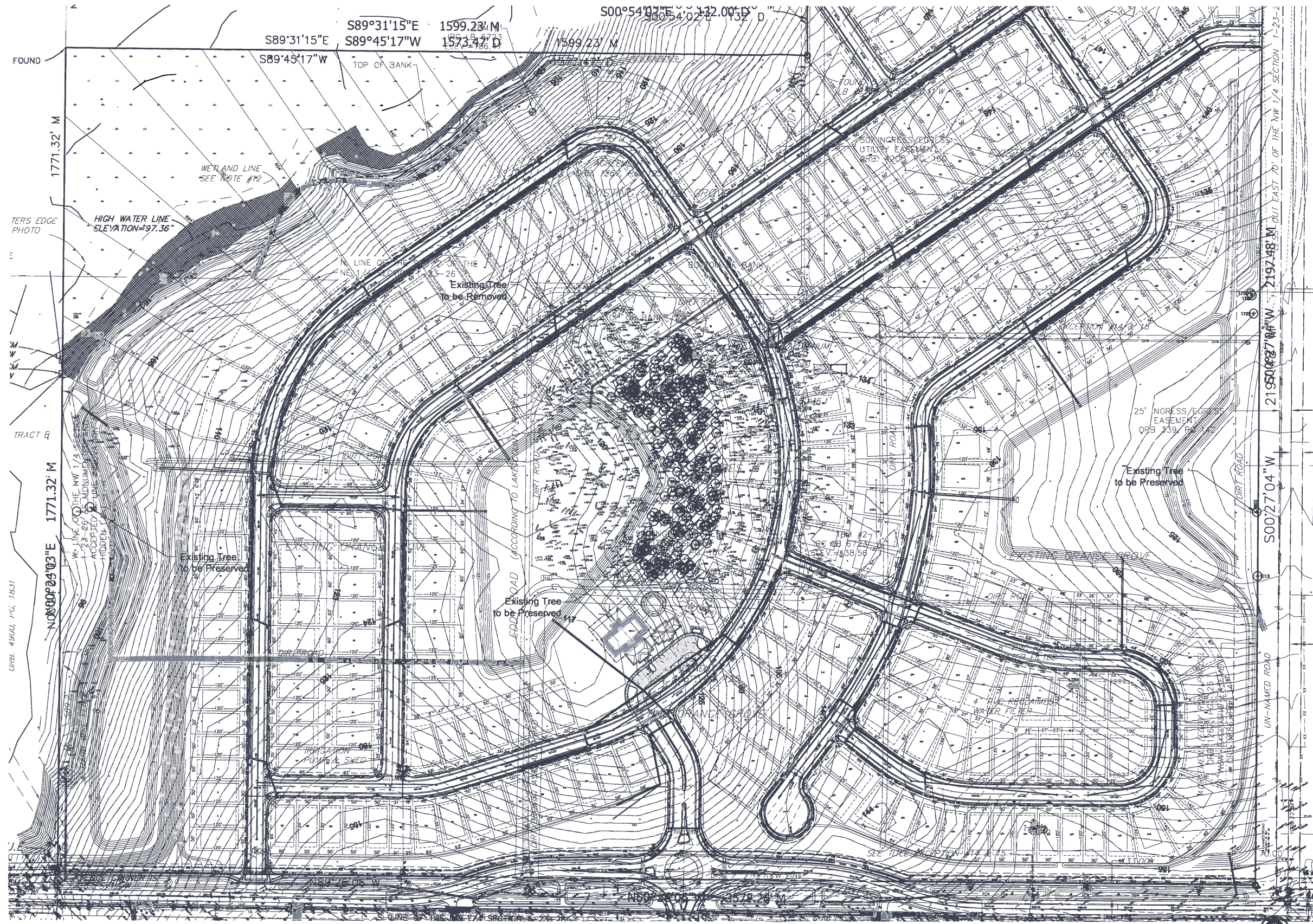
Section 118-5(c) of the Code states that each tree destroyed or receiving major damage during construction must be replaced pursuant to requirements of Section 118-113(d)(2). Section 118-113(d)(2) states in the case of residential uses for each inch of tree measured at 4½ feet above the existing grade removed, an inch of tree at 4½ above the existing grade shall be replaced. Payment in lieu of replacement is accepted. Because of the 10 acre dense cluster of trees in the center which will be the site of a future pond and severity of existing slope, trees will be removed. When evaluating tree mitigation and replacement for the development, every effort was made to plant the replacement trees on the property. However due to the Code, street trees cannot be planted and there are also limitations regarding the number of trees that can be planted on individual lots. These restrictions do not allow for all of the required replacement trees to be planted on the property. Thus, developer must contribute to the tree replacement fund for the trees that cannot be replaced on the property.

Section 118-4 recognizes that there are instances when the reasonable use of the property will necessitate a waiver from the strict application of the provisions of Chapter 118 of the Code. Included in the criteria for review of a waiver is that the site cannot accommodate the required landscaping. That is the case here. Because of the restriction in Section 118-71 which states "no required canopy tree may be planted within six feet of the primary structure, driveway, sidewalk, street, or the property line on a single-family lot" and the planned structures and lots, it is not feasible to fit the required number of replacement trees on the property while being able to build the proposed residential structures in accordance with the Code. As evident from the attached Landscape and Irrigation Construction Plans, the developer took reasonable measures to design and locate the proposed

improvements so that the number of protected trees to be removed is minimized and 2 acres of the dense central cluster of trees will remain.

According to Section 118-1, the general purpose of Chapter 118 of the Code is to enhance aesthetic appearance and preserve the environmental and ecological benefits of trees and other endemic, native, vegetation. Landscaping provides both visual and climatic relief from buildings, structures and broad expanses of impervious surface while enhancing urbanizing development by blending the natural and manmade environments. In this case, the redevelopment of the property will enhance the aesthetic appearance and meets the development criteria for landscaping and buffering under the Code. The reduction in the tree replacement fee does not harm the overall aesthetic of the property and therefore, does not hinder the purpose espoused by the Code.

The City has set a precedent of reducing excessive tree replacement payments by variance or in settlements after the fact. In those cases the reduction was 90% of the total fee and those developers only paid 10% of the tree replacement fee. Here, due to the dense central cluster of trees, the number of trees to be replaced is excessively high and the total tree replacement is cost prohibitive for viable sustainable development of the property. Thus, developer is requesting the same reduction in the tree replacement payment as afforded to other developers. Payment of 10% of the tree replacement cost will still provide a significant payment for the tree replacement fund and will allow for the residential development of the property.



- LEGEND
- 5171 TREE TO BE REMOVED
 - 4616 TREE TO BE PRESERVED



Date:



Tree Save / Tree Removal Plan
Lakeview Preserve
Clermont, Florida

PROJECT NO.
1709
SCALE
1"=100'
DATE
May 2018
SHEET
A-101

REV.	DATE	DESCRIPTION	BY
2	08.23.18	REVISE PER REV ENG BASE	WGM

daly design group inc.

Urban Planning, Landscape Architecture, Project Management, Development Consulting
913 N Pennsylvania Ave, Winter Park, FL 32789 (407) 746-7373 www.dalydesign.com



LAKEVIEW PRESERVE
AKA EDDY PROPERTY
TREE REMOVAL/SAVE EXIBIT
10.2.18

Lakeview Preserve Tree Replacement/Fee - Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: A reduction in payment for the tree replacement does not interfere with the enjoyment of adjacent or nearby property owners because replacing the trees on the property is not possible and the tree fund money is used to mitigate in other areas of the City. Reduction of the tree replacement payment does not negatively impact the standard of living of citizens because payment at the current rate is cost prohibitive for redevelopment of the property. Redevelopment of the property as currently proposed will increase City revenue with payment of impact fees and future taxes, a benefit to the City and its citizens. Additionally, the developer will still contribute to the tree replacement fund to be used to beautify the City.

Staff comments: Staff agrees that special conditions or circumstances are demonstrated in the development of this parcel. The property was historically used for a citrus grove with a stand of hardwood timber in the center of the property that comprised of approximately 10 acres or 9% of the overall project. The hardwood trees will be removed for development purposes. The dense cluster of trees and the number of trees to be replaced are excessively high considering the overall project's size of 115 acres.

Positive finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: Properties to the east, south, and west of the property contain residential development. The property to the north is a lake. Residential use is not out of character. Allowing the variance will allow for redevelopment of the property in a manner that is consistent with the surrounding property.

Staff comments: The property was annexed from Lake County and rezoned to a Planned Unit Development in early January 2018. Majority of the residential subdivisions and commercial projects annexed into the City from Lake County experience this issue of tree replacement and is not out of character with other properties in the same zoning category.

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: The benefit of reducing the tree replacement is to allow for residential development to meet the growing population and increase the City tax revenue. The reduction still produces a net gain of income to the City and the tree fund.

Staff comments: The requested variance to the land development code will not further any legitimate city objective, or the benefits achieved under the variance criteria. The subject property was considered as a Planned Unit Development (PUD) by the City Council and approved. Land clearing activities is an

essential component for redevelopment of this site, especially for an inactive citrus grove and hardwood cluster of trees. The developer has minimized the number of protected trees in the design of the subdivision and two acres of the dense cluster will remain.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;

Applicant response: Granting the variance is consistent with the City's Comprehensive Plan because the proposed development epitomizes orderly growth which enhances the quality of life for all residents by allowing for needed housing while following the City Code requirements. The payment reduction is needed to achieve such development.

Staff comments: The variance request is consistent with the comprehensive plan objectives, and is not out of character with other properties Planned Unit Development District.

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: Development of the property, which is not economically feasible without a reduction of the tree replacement cost, is more beneficial than requiring the full tree replacement fee. The developer will still pay 10% of the tree replacement cost, which is consistent with previously granted settlements and variances approved by the Board.

Staff comments: Since this is a new Planned Unit Development, the developer could have set aside the oak hammock cluster as an amenity and designed the subdivision around this feature.

Negative finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on Variance Review Criteria and Findings in order to grant a variance, and staff has reviewed the application as submitted and finds that all but one meet positive findings. Therefore, staff recommends **denial** of the variance request to the Land Development Code

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10083432
Phone: (352) 241-7331
Date: 12/14/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	01/01/2019	01/01/2019	\$107.24

LEGAL NOTICE January 01, 2019

Notice is hereby given that the Clermont City Council will consider the request for the following variances: (1) to allow for 3 inch caliper replacement trees instead of 6 inch caliper replacement trees, (2) to allow for a reduced fee in lieu of replacement for tree removal, as required by the Land Development Code, Section 118-113 at the following location:

LOCATION

¾ of a mile east of Heritage Hills
Boulevard on Hartwood Marsh Road,
North of the intersection of Lovers
Lane and Hartwood Marsh Road
Alternate Key 1593174 & 3911542

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, January 8, 2019 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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10083432

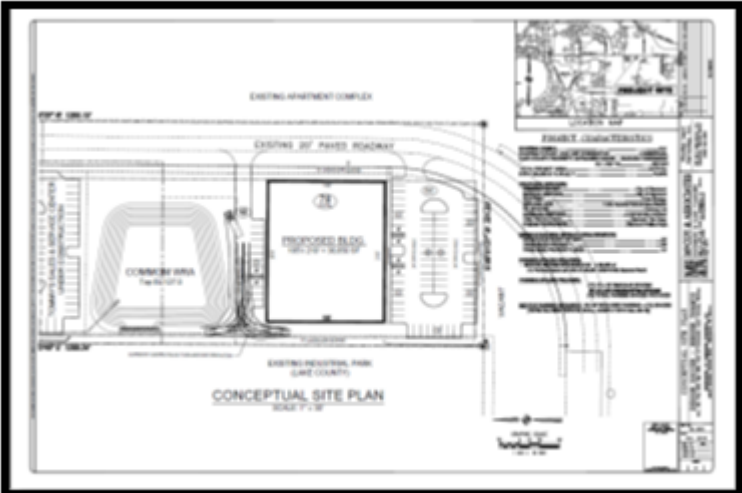
Payment Info	
Ad Price	\$107.24
Tax	\$0.00
Sub Total	\$107.24
Prepaid Amount	\$0.00
Balance Due	\$107.24



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 8, 2019	
Agenda Item Name	
Resolution No. 2019-02R <i>Clermont Indoor Soccer Complex</i>	
Requested Action	
Recommend approval of Resolution No. 2019-02R.	
Staff Report	
The applicant, is requesting a Conditional Use Permit to allow for a 38,850 square foot indoor recreational facility in the C-2 General Commercial zoning district. The Land Development Code, Section 122-224 requires a conditional use permit for any business establishment that occupies more than 20,000 square feet of floor space. 	
The subject property is located on the south side of Highway 50 just west of County Road 455, located on the rear parcel behind the new location of Tommy Boat sales and services. The site is approximately 4.76 +/- acres and is currently vacant. The applicant is proposing construction of an indoor recreational and soccer facility. The entire site will be required to comply with the Land Development Regulations for C-2 General Commercial zoning and meet the City's Architectural Design Standards. All recreational activities and events will be held inside the facility. The applicant is also requesting (3) three variances to the Land Development Code that will be presented concurrently for consideration to the City Council. The requested variances are as follows; 1) to allow for a reduction of the minimum number of off street parking spaces requirements by the Land Development Code, Section 98-14; (2) to allow for elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37 and (3) to eliminate the code requirement for all developments must be designed in accordance with the Clermont Architectural Design Standards and Guidelines. When evaluating a request for a Conditional Use Permit, Section 86-144 of the Land Development Code requires specific development standards and provisions are met. Staff has reviewed the Conditional Use Permit application as submitted and finds the proposed use is consistent with the general intent of the Land Development Code for C-2 zoning and will not be out of character with the surrounding properties or negatively impact the citizens of the city. The proposed use in not in conflict with the goals, objectives and policies of the City's Comprehensive Plan.	

Therefore, staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2019-02R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | CUP RES 2019-02R | 2019-02R Clermont Indoor Soccer CUP.doc |
| 2. | LOCATION MAP | LOCATION MAP.pdf |
| 3. | NEW ZONING MAP | NEW ZONING MAP.pdf |
| 4. | INDOOR SOCCER - REVISED CONCEPTUAL SITE PLAN | INDOOR SOCCER - REVISED CONCEPTUAL SITE PLAN.pdf |
| 5. | FREE KICK Info & Photos | FREE KICK Info & Photos.pdf |
| 6. | XL INDOOR Info & Photos | XL INDOOR Info & Photos.pdf |
| 7. | CUP APPLICATION | CUP APPLICATION.pdf |
| 8. | CUP LEGAL AD | CUP INDOOR SOCCER COMPLEX.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2019-02R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR AN INDOOR RECREATIONAL FACILITY OCCUPYING MORE THAN 20,000 SQUARE FEET OF FLOOR SPACE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held on January 3, 2019 recommended approval of this Conditional Use Permit to allow for an indoor recreational facility occupying more than 20,000 square feet of floor space in the C-2 General Commercial zoning district; at the following location:

LOCATION:

Vacant property on the south side of Highway 50,
West of County Road 455
(Alternate Key 3911321)

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 for an indoor recreational facility occupying more than 20,000 square feet of floor space in the C-2 General Commercial zoning district, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
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 structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.



CITY OF CLERMONT
RESOLUTION NO. 2019-02R

5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
6. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met and all impact fees have been paid per City standards.
7. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
8. The Conditional Use Permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.
9. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
10. No business can occupy any portion of the building(s) after construction and final Certificate of Occupancy, unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
11. The property shall be developed in substantial accordance with the Conceptual Site Plan (Exhibit A), prepared by McCoy & Associates, dated November, 2018. Any new development on the subject property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
12. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2. Land Use

1. The Conditional Use permit is to allow for a 38,850 square feet indoor recreational facility in the C-2 General Commercial zoning district.
2. The site may also be used for any permitted use in the C-2 General Commercial zoning district.
3. The site shall be developed according to the City of Clermont Land Development Codes and all building must meet the City of Clermont Architectural Standards.



CITY OF CLERMONT
RESOLUTION NO. 2019-02R

4. Any fencing shall be ornamental metal or decorative PVC/vinyl.
5. No outside storage will be allowed.
6. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
7. No outside speaker systems will be allowed.
8. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.
9. A minimum five-foot wide sidewalk shall be constructed along each street right-of-ways adjacent to parcel that meet Americans with Disabilities Act requirements and provide pedestrian access. Sidewalk construction shall be coordinated with Lake County Public Works for any Lake County designated streets.
10. Building elevations for all sides shall comply with City of Clermont Architectural Design Standards.
11. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.
12. In the event that parking at this site proves inadequate the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-02R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 8th day of January, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

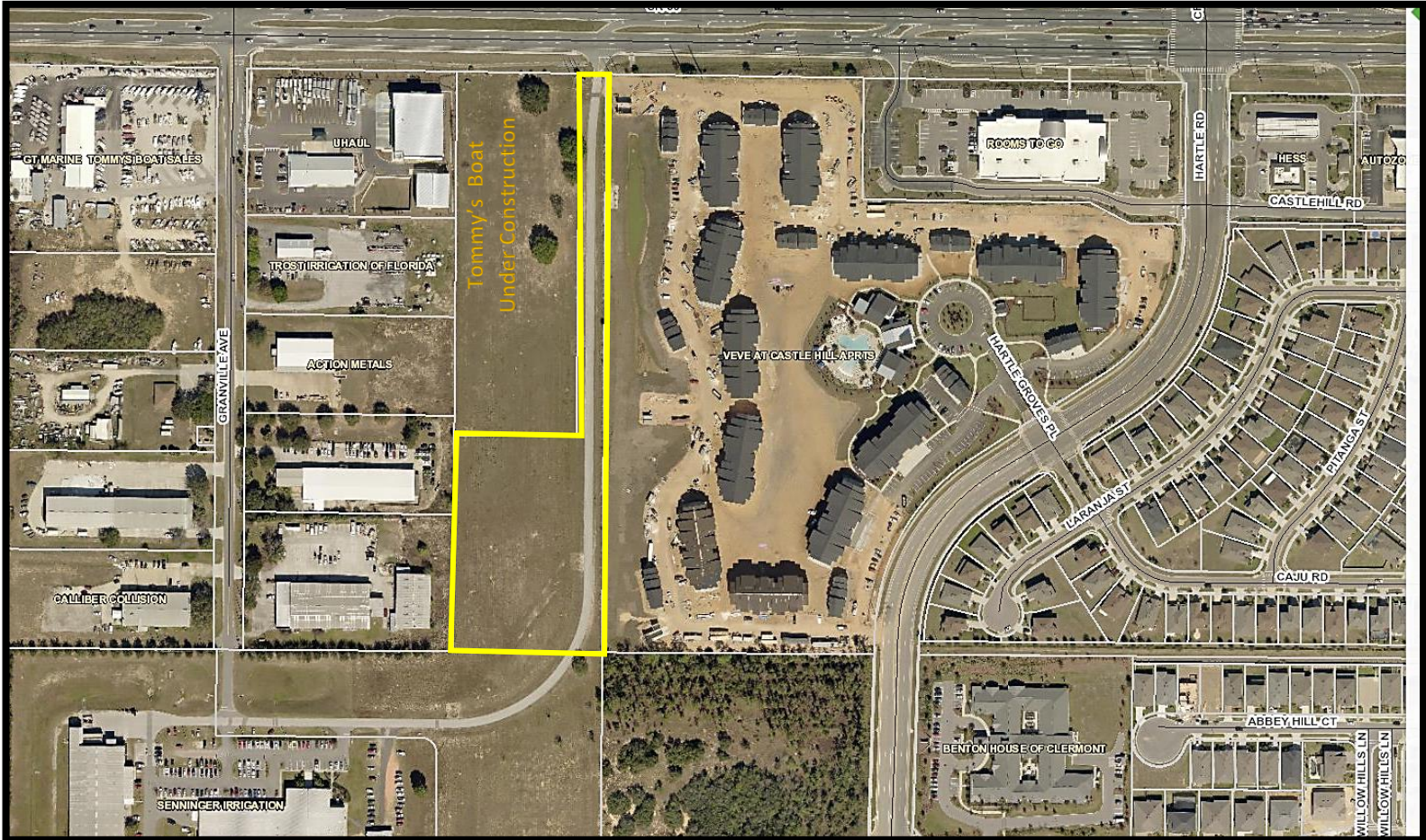
ATTEST:

Tracy Ackroyd Howe, City Clerk

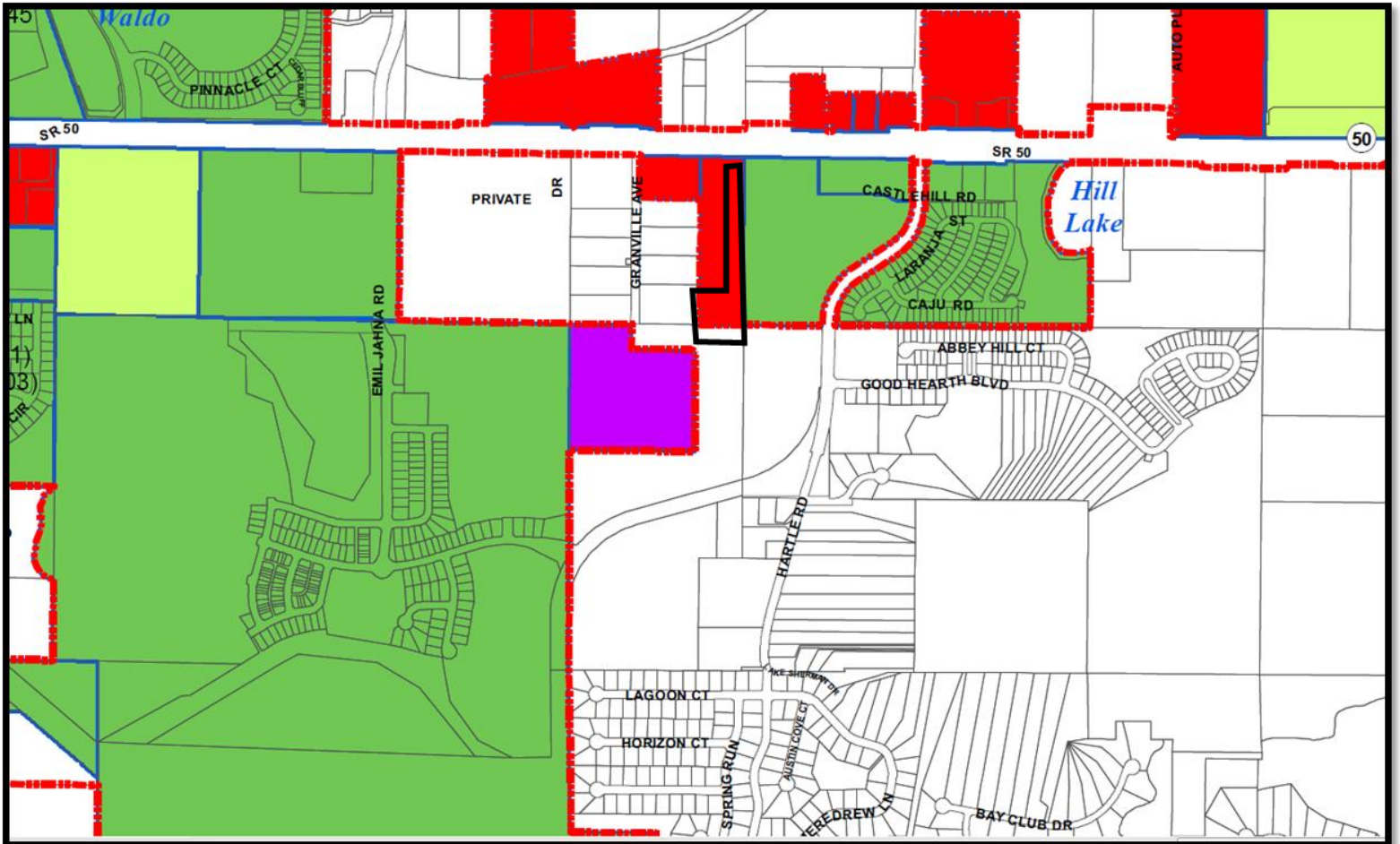
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



ZONING MAP



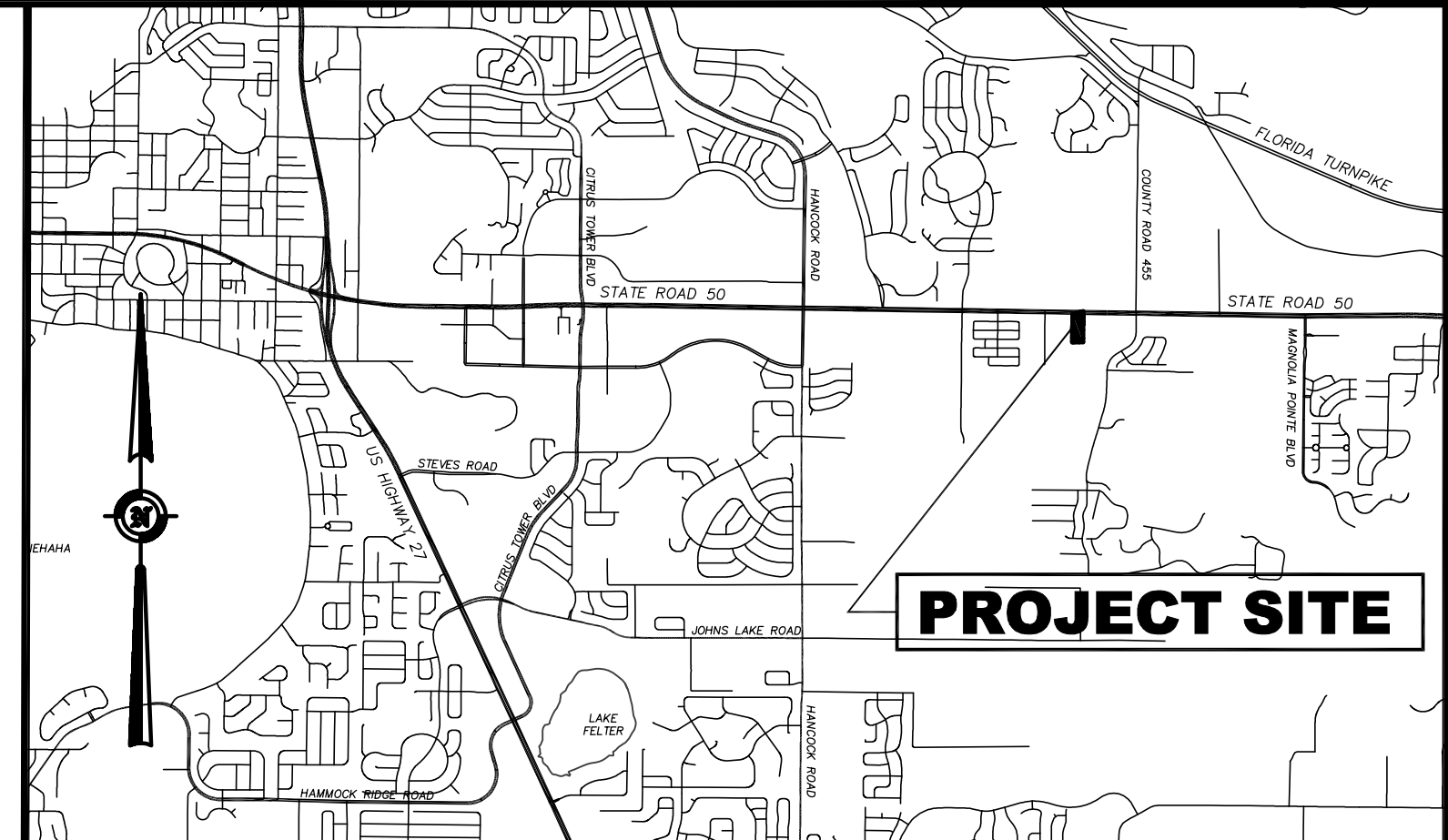
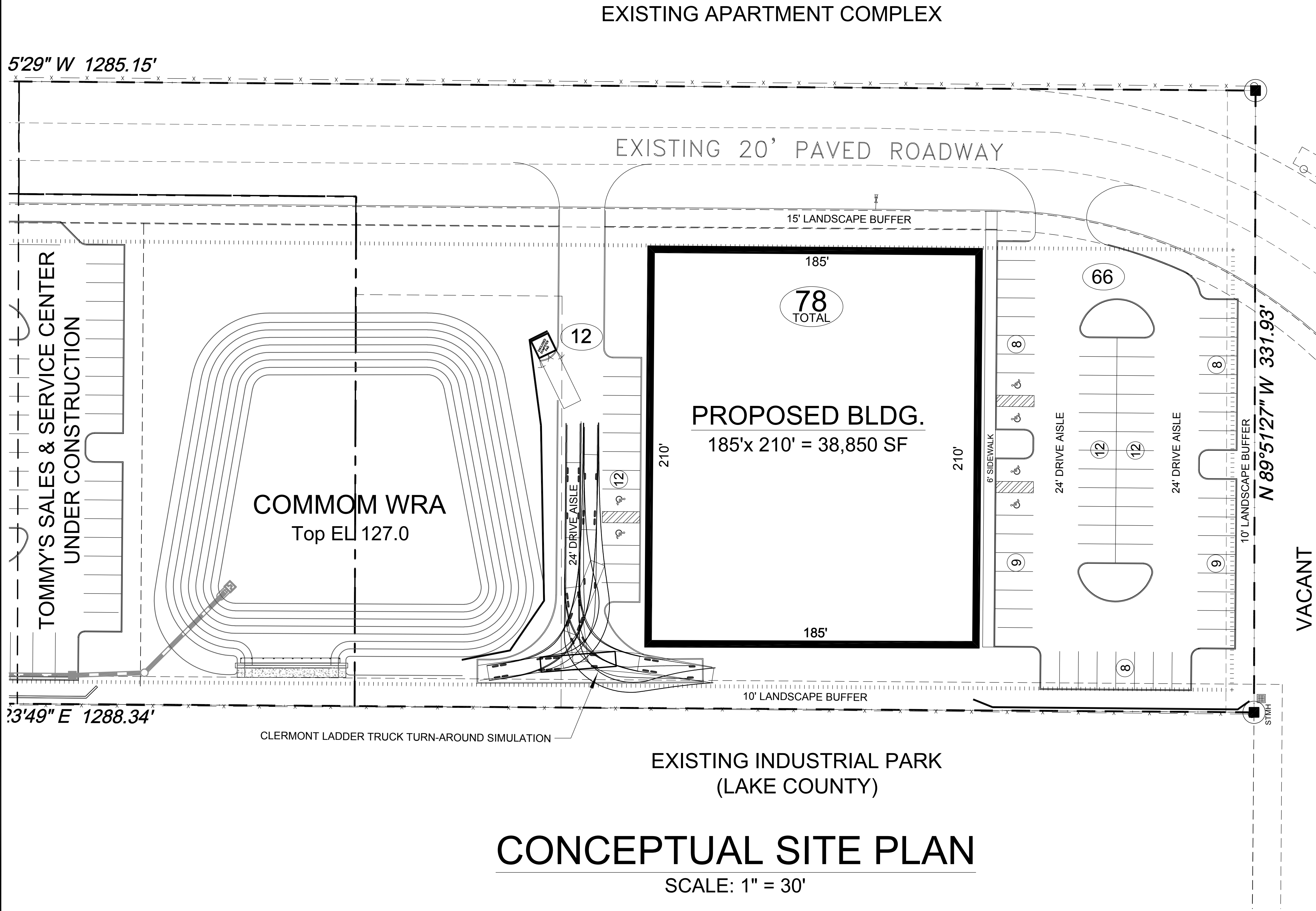
Legend



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

THE ENGINEER EXPRESSLY RESERVES THE EXCLUSIVE COMMON-LAW COPYRIGHT AND PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE ENGINEER'S WRITTEN CONSENT.



PROJECT CHARACTERISTICS

EXISTING ZONING.....C-2
EXISTING FUTURE LAND USE DESIGNATION.....COMMERCIAL
LAKE COUNTY PROPERTY APPRAISER PARCEL.....09-22-26-110502300002
ALT. KEY No.....3911321
TOTAL PROJECT AREA.....±4.78 Ac.
FAR = (40,250 sf / 4.78 ac.) =19.33%

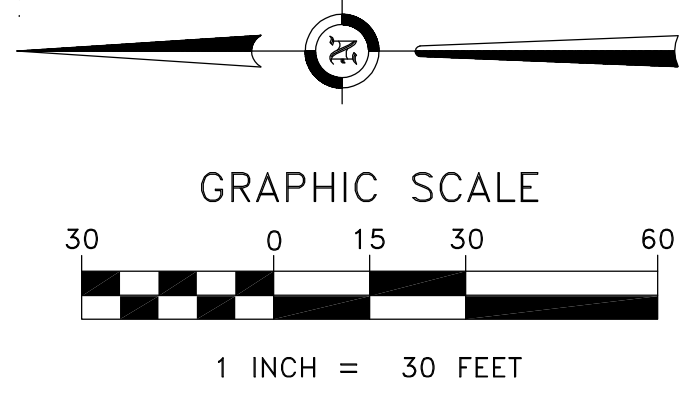
PROPOSED SERVICES:
DRINKING WATER.....City of Clermont
SEWAGE DISPOSAL.....City of Clermont
ELECTRIC.....Duke Energy
NATURAL GAS.....Lake Apopka Natural Gas District
TELEPHONE.....CenturyLink
GARBAGE DISPOSAL.....Local service contract
FIRE PROTECTION.....Clermont Fire Dept.
POLICE PROTECTION.....Clermont Police Dept.

MINIMUM BUILDING SETBACK REQUIREMENTS:
FROM S.R.50 RIGHT-OF-WAY.....50'
FROM REAR PROPERTY.....25'
FROM SIDE PROPERTY LINES.....12'

PARKING SPACES REQUIRED:
- INDOOR RECREATION BUILDING = 38,850 sf
(1) Parking Space per 200 sf: [38,85 / 200] = (195) Spaces Req'd

PARKING SPACES PROVIDED:
(72) 10' x 20' REGULAR SPACES
(6) 12' x 20' HANDICAPPED SPACES
(78) TOTAL PARKING SPACES PROVIDED

BICYCLE PARKING REQUIRED: 5% OF REQUIRED PARKING = (10) SPACES
[NOTE: ALL BIKE PARKING SHALL COMPLY WITH Sec. 98-16]



RICK McCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38725

NOT VALID WITHOUT
SIGNATURE AND ORIGINAL RAISED SEAL

REVISIONS	
NO.	DESCRIPTION
1	11-20-18 PER CTD - MODIFIED THE NORTH PARKING TURN-AROUND

CONCEPTUAL SITE PLAN	
INDOOR SOCCER - BEHIND TOMMY'S	
Sec. 28; Twp 22S; Rge 26E, City of Clermont, Lake County, Florida	
DEVELOPER: AK CLERMONT PROPERTY, LLC	
16010 Greater Groves Blvd. Clermont, FL 34714	

PROJECT CHARACTERISTICS	
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RICK McCOY	
STATE OF FLORIDA	
PROFESSIONAL ENGINEER	
NO. 38725	

JOB NO. 18-020	
DATE Nov. 2018	
DES. BY: RMc	DWN. BY: RMc
CHK'D BY: RMc	APP'D BY: RMc
SHEET 1 OF 1	

Rhoden Land Surveying, Inc.	
420 East Minnehaha Ave.	
Clermont, Florida 34711	
(352) 394-6255	

McCOY & ASSOCIATES	
ENGINEERS & LAND PLANNERS	
552 S. HWY 27, Suite C, MINNEOLA, FL 34715	
(352) 344-5756	
RMcCOY@att.net	
CA#: 8374	

FREE KICK

3180 Southgate Commerce Boulevard, Orlando

35,000 s.f. 35 Parking Spaces 3 Fields

Concession Stand Bathrooms Office Event Room



XL INDOOR

825 Courtland Street, Orlando

34,000 s.f. 75 Parking Spaces 4 Fields (2 indoor, 2 outdoor)

Concession Stand Bathrooms Office Event Room





**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: November 14, 2018

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): CLERMONT INDOOR SOCCER FACILITY

APPLICANT: AK Clermont Property, LLC

CONTACT PERSON: Alejandro Guterrez / Jose L. Ferreira, Managers

Address: 2696 Kingston Ridge Drive

City: Clermont State: FL Zip: 34711

Phone: 352-256-5533 / 352-217-6031 Fax: _____

E-Mail: gutale1@gmail.com / joseluisferreira@hotmail.com

OWNER: Bear Creek Bridge, LLC

Address: c/o Matthew Borisch, Manager, 146 Monroe Center, Suite 300

City: Grand Rapids State: MI Zip: 49503

Phone: 616-345-8031 Fax: _____

Address of Subject Property: Not Addressed at this time

General Location: South side of SR 50, behind Tommy's Boat Sales & Service, just west of CR 455, Clermont

Legal Description (include copy of survey): see attached

Alternate key # 3911321

Land Use (City verification required): Commercial

Zoning (City verification required): C-2, General Commercial

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION
Page 2

Daily Commercial

Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10083437
Phone: (352) 241-7331
Date: 12/17/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	12/26/2018	01/01/2019	\$173.52

LEGAL NOTICE

City Clerk

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a recreational facility occupying more than 20,000 square feet of floor space in the C-2 General Commercial zoning district, at the following location:

Ad No: 10083437
December 26, 2018 &
January 01, 2019

LOCATION

Vacant property on the south side of
State Road 50, west of CR 455
(Alternate Key 391.1321)

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 Thursday, January 3, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, January 8, 2019 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. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC

Payment Info	
Ad Price	\$173.52
Tax	\$0.00
Sub Total	\$173.52
Prepaid Amount	\$0.00
Balance Due	\$173.52



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, January 8, 2019	
Agenda Item Name	
Variance Requests <i>Clermont Indoor Soccer Complex</i>	
Requested Action	
Recommend denial of variance request.	
Staff Report	
The applicant, is requesting three (3) variances to the Land Development Code: (1) To allow for a reduction of the minimum number of off street parking spaces as required by the Land Development Code, Section 98-14; (2) The elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37 and (3) To eliminate requirements of the Clermont Architectural Design Standards, Section 110-173. The applicant is also requesting a Conditional Use Permit to allow for a business establishment to occupy more than 20,000 square feet of floor space in the C-2 General Commercial zoning district. The variance and CUP will be presented concurrently. The subject property is located on the south side of Highway 50, just west of County Road 455. The parcel is vacant and approximately 4.76 acres. The applicant is proposing construction of a 38,850 square feet indoor soccer and recreational facility. The first variance request is to allow for a reduction of the minimum number of off street parking spaces as required by the Land Development Code, Section 98-14; the conceptual site plan as submitted would require a minimum of 195 spaces, the code requirement for recreation facilities calculated at 1 parking space per 200 sf (38,850/200), the site plan proposes 78 spaces. The Land Development Code, Section 98-14(a), states the Planning Director may consider parking requirements of other jurisdictions for similar uses to determine minimum parking required for certain situations. Staff has reviewed similar uses in other jurisdictions and finds the proposed parking of 78 spaces to be sufficient for proposed use. Second variance request, the elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37, the code requires three canopy trees per 100 lineal feet, due to existing conditions of utility lines along the western property lines, staff recommends working with the applicant to identify acceptable trees with less invasive roots be planted in the landscape buffer. Third request is to eliminate requirements of the Clermont Architectural Design Standards, Section 110-173, the purpose and intent for the Architectural Design Standards is to provide uniform design standards for properties within the commercial corridor and to establish high quality and consistent developments with a positive visual ambiance. The subject parcel is located within the State Road 50 commercial corridor, other similar developments have been designed and constructed and were able to meet the requirements of the Architectural Design Standards. Section 86-174 of the Land Development Code requires a positive finding on the variance review criteria in order to grant a variance, staff has reviewed the application as submitted, and finds two of the three requested variances meets a positive finding as required by the Code. Staff recommends approval of the variance request (1) to allow for the reduced minimum number of off street parking of 78 spaces for proposed use. Staff has also added a CUP	

condition of approval, Section 2 (12), In the event that parking at this site proves inadequate the City reserves the right to open the CUP for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit The second variance request to allow for elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37, the code requires three canopy trees per 100 lineal feet, due to existing conditions of utility lines along the western property lines, staff recommends working with the applicant to identify acceptable trees with less invasive roots be planted in the landscape buffer.

Staff recommends **denial** of the third variance request to eliminate requirements of the Clermont Architectural Design Standards, Section 110-173.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	New 86-174 Review Criteria- Clermont Indoor Soccer Facility	New 86-174 Review Criteria- Clermont Indoor Soccer Facility.pdf
2.	Variance Justification Statement	Variance Justification Statement.pdf
3.	LOCATION MAP	LOCATION MAP.pdf
4.	INDOOR SOCCER - REVISED CONCEPTUAL SITE PLAN	INDOOR SOCCER - REVISED CONCEPTUAL SITE PLAN.pdf
5.	Pictures of Soccer Facilities	Pictures of Soccer Facilities.pdf
6.	Variance Application	Variance Application.pdf
7.	VARIANCES FOR SR 50 & W OF CR 455	VARIANCES FOR SR 50 & W OF CR 455.pdf

Clermont Indoor Soccer Facility Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: The installation of canopy trees in the landscape buffer per Code along the west side of the site will not benefit the public. A 10' buffer with large canopy trees will only serve to create future hardship. The invasive root systems of large canopy trees planted along that area will cause certain damage to the existing force main, Furthermore, the trees would require removal in the event of the force main requiring repair or replacement.

Staff comments: The applicant is requesting three (3) variances to the Land Development Code, (1) to allow for a reduction of the minimum number of off street parking spaces requirements by the Land Development Code, Section 98-14; (2) to allow for elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37 and (3) to eliminate the code requirement for all developments must be designed in accordance with the Clermont Architectural Design Standards and Guidelines. Other developments have been able to construct similar facilities and meet the requirements of the Land Development Code and Architectural Design Standards.

Negative Finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: Granting this variance will not negatively impact the surrounding area, or cause interference with nearby property owners or negatively impact the standard of living of the City.

Staff comments: The requested variances will not allow reasonable use of the land, and will be out of character with other properties that have been able to meet or exceed the land development code and Architectural Design Standards. The intent of the Clermont Architectural Design Standards is to provide uniform design standards for properties within the commercial corridor and to establish high quality and consistent developments with a positive visual ambiance. Other developments in the C-2 zoning district have been able to comply with the Land Development Regulations of the Code.

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: Strict compliance of the Code in this situation would result in damage to the existing force main.

Staff comments: Staff acknowledges there are some challenges to the site because of the existing utilities lines. Therefore, Staff is recommending a less invasive tree species, such as the Palm Trees be planted in the perimeter landscape buffer along the western property line. This buffer will be similar to the adjacent property landscape buffers that provided similar circumstances and challenges to the site.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: *Granting of the variance will still require the installation of non-root intensive vegetation.*

Staff comments: *The requested variance is not in conflict with the Clermont Comprehensive Plan.*

Positive finding

- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure of the benefits that would be achieved under the other variance criteria by granting of the variance outweigh the benefits under this criteria if the variance was denied;

Applicant response: *The variance requested is the minimum variance required to allow a successful, proven operation of the indoor soccer facility.*

Staff comments: *The applicant is requesting three (3) variances to the Land Development Code, (1) to allow for a reduction of the minimum number of off street parking spaces requirements by the Land Development Code, Section 98-14; (2) to allow for elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37 and (3) to eliminate the code requirement for all developments must be designed in accordance with the Clermont Architectural Design Standards and Guidelines. Other developments have been able to construct similar facilities and meet the requirements of the Land Development Code and Architectural Design Standards.*

Negative finding:

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on Review Criteria and Findings, based on substantial competent evidence, in order to grant a variance. Staff has reviewed the variance application as submitted and finds it does not meet a positive finding. Therefore, staff recommends **denial** of the variance requests to the Land Development Code.

CLERMONT INDOOR SOCCER FACILITY

INFORMATION / JUSTIFICATION FOR REQUESTED VARIANCES

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

- A) **118-37. Landscape Buffers:** We are requesting the perimeter landscape buffers along the western property line to be limited to non-root intensive vegetation due to an existing force main. The expanding root systems of large canopy trees planted along the area are certain to cause issues when the trees mature.
- B) **98.14. Parking Space Requirements:** We are requesting to provide 78 parking spaces for the facility, in line with current guidelines for this type use in the area. Clermont currently does not have a category for indoor sports facilities. We have attached examples of similar facilities in the area.
- C) **5G. Architectural Standards:** We are requesting to utilize metal for the exterior of the building. The majority of the surrounding area is more industrial type uses, therefore the building will mimic those around it. This would be the most effective construction considering the speed of construction, size, cost and design. We have attached examples of similar facilities in the area.

How does the Code create a hardship?

- A) **118-37. Landscape Buffers:** The installation of canopy trees in the landscape buffer per Code along the west side of the site will not benefit the public. A 10' buffer with large canopy trees will only serve to create future hardship. The invasive root systems of large canopy trees planted along that area will cause certain damage to the existing force main. Furthermore, the trees would require removal in the event of the force main requiring repair or replacement.
 - B) **98.14. Parking Space Requirements:** Providing additional parking spaces would result in an oversized parking area with vacant, unused spaces. Allowing a parking ratio more in line with the surrounding industrial uses and with other similar facilities in the area creates an efficient, more environmentally responsible design for the project.
 - C) **5G. Architectural Standards:** The building will contain athletic fields and will be designed to allow people of all areas to participate in a team sport environment. This type facility is traditionally metal in design due to the industrial-type wear and tear on the building.
- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby owners or negatively impact the standard of living of the citizens of the City:***
- A) **118-37. Landscape Buffers:** There are no public benefits for providing canopy trees along the western property line. The invasive root systems of the trees will damage the existing force main and would require removal in the event that the force main requires repair or replacement.

- B) 98.14. Parking Space Requirements: Granting of the variance will not cause or allow interference with nearby property owners or negatively impact the standard of living of the City.
- C) 5G. Architectural Standards: Granting this variance will not negatively impact the surrounding area, but rather will blend with it.

(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category:

- A) 118-37. Landscape Buffers: The variance is a reasonable use of the property and is not out of character with other properties in the same zoning category.
- B) 98.14. Parking Space Requirements: The variance allows a reasonable use of the property and is in character with other properties in the same zoning category.
- C) 5G. Architectural Standards: The variance allows a reasonable use of the property, not out of character with other properties in the same zoning categories.

(3) In the context presented, strict compliance with the land development regulation will not further any legitimate City objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweighs the benefits under this criteria if the variance were denied:

- A) 118-37. Landscape Buffers: Strict compliance of the Code in this situation would result in damage to the existing force main.
- B) 98.14. Parking Space Requirements: Strict adherence to code would result in an overparking and therefore less efficient parking area for the complex.
- C) 5G. Architectural Standards: Strict adherence to Code would not be a benefit to the City, considering the use of the facility and the enhancements it will bring to the community. This use and style is compatible with the surrounding area.

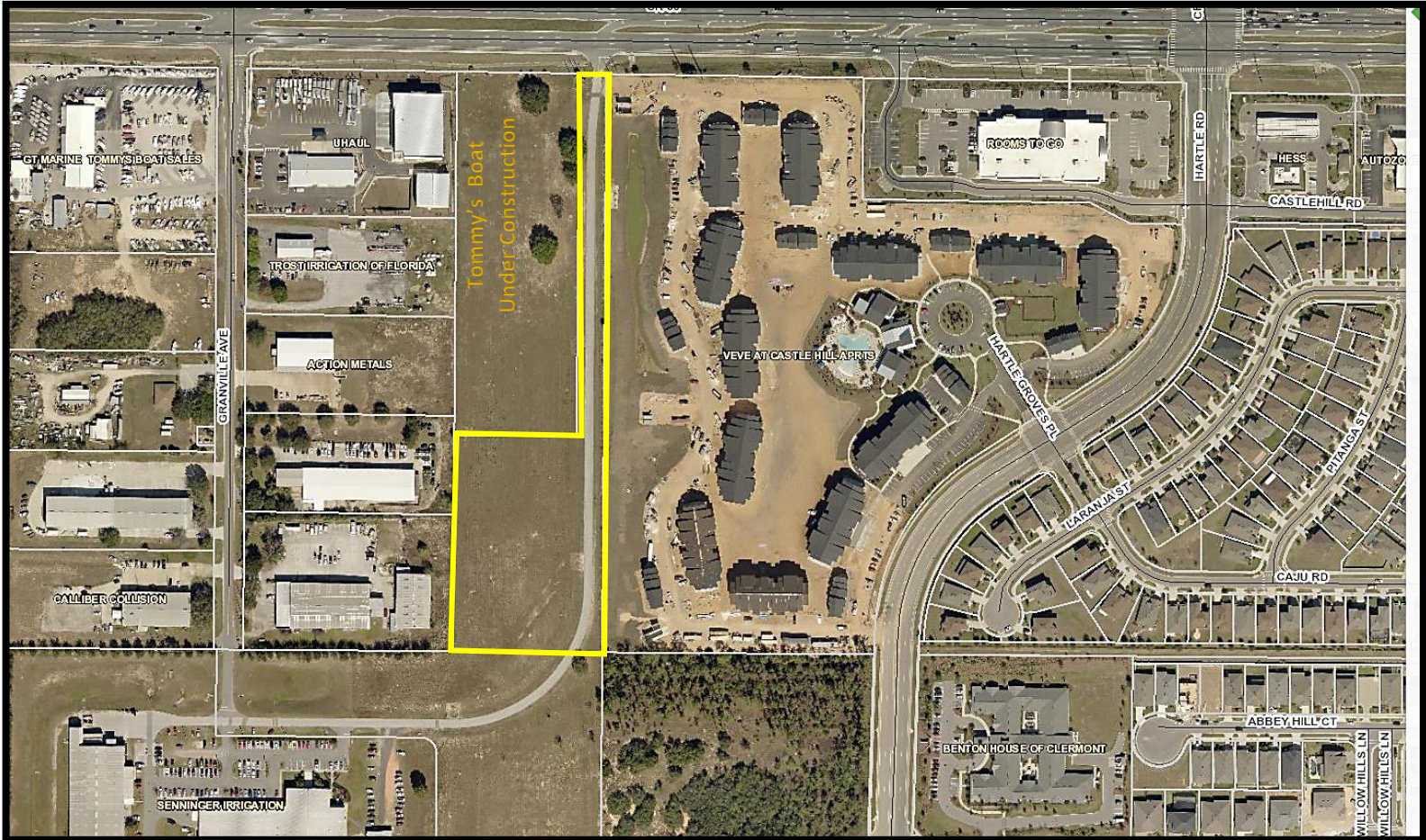
(4) The granting of the variance is consistent with the City comprehensive plan; and:

- A) 118-37. Landscape Buffers: Granting of the variance will still require the installation of non-root intensive vegetation.
- B) 98.14. Parking Space Requirements: Strict adherence to code would result in an excessively large and therefore less efficient parking area for the facility. The City comprehensive plan does not address indoor athletic field parking areas.
- C) 5G. Architectural Standards: Granting the variance would allow the facility to be consistent with others uses in the area and similar uses provided as examples.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweighs the benefits under this criteria if the variance were denied:

- A) 118-37. Landscape Buffers: Granting of the variance requested will result in damage to the existing force main and negative impacts on the parking area, which will greatly outweigh the reparations for the ultimate damages caused if this variance were denied.
- B) 98.14. Parking Space Requirements: The variance requested is the minimum variance required to allow a successful, proven operation of the indoor soccer facility.
- C) 5G. Architectural Standards: Since this type use is not addressed in City code, and typical indoor soccer field facilities are successfully operating in similar type structures, the variance requested is reasonable.

LOCATION MAP



5'29" W 1285.15'

**TOMMY'S SALES & SERVICE CENTER
UNDER CONSTRUCTION**

COMMOM WRA
Top EL 127.0

EXISTING APARTMENT COMPLEX

EXISTING 20' PAVED ROADWAY

15' LANDSCAPE BUFFER

78
TOTAL

PROPOSED BLDG.
185'x 210' = 38,850 SF

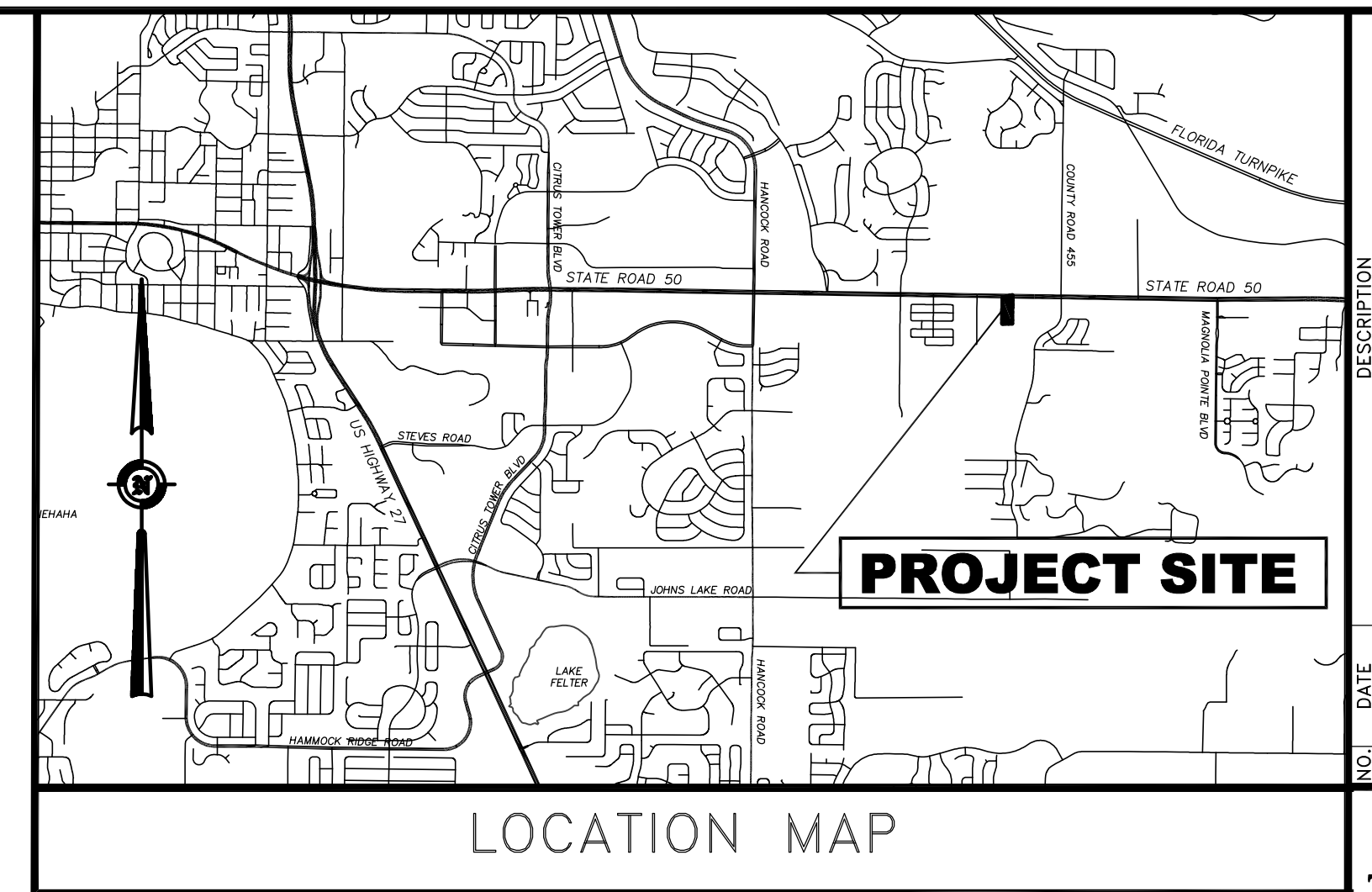
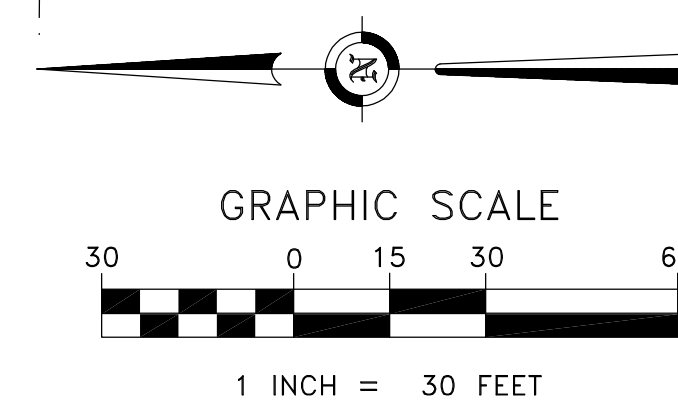
3'49" E 1288.34'

CLERMONT LADDER TRUCK TURN-AROUND SIMULATION

EXISTING INDUSTRIAL PARK (LAKE COUNTY)

CONCEPTUAL SITE PLAN

SCALE: 1" = 30'



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VACANT

[illegible]

**Knoden Land
Surveying, Inc.**
420 East Minnehaha Ave.
Clermont, Florida 34711
(352) 394-6255

**Mc
MA
& A**

MCCOY & ASSOCIATES

ENGINEERS & LAND PLANNERS

552 S. HWY. 27, Suite C, MINNEOLA, FL. 34715
(352) 394-5756
RMCoyP@att.net
CA# 8374

INDOOR SOCCER — BEHIND TOMMYS
 Sec. 28; Twp 22S; Rge 28E, City of Clermont, Lake County, Florida

DEVELOPER: AK CLERMONT PROPERTY, LLC
 16010 Greater Groves Blvd. Clermont, FL 34714

DB NO. 18-020

DATE Nov. 2018

DES. BY: RMc

DWN. BY:

CHK'D BY:

APP'D BY:

SHEET

1 OF 1

RICK McCOY
STATE OF FLORIDA
PROFESSIONAL ENGINEER
NO. 38725

NOT VALID WITHOUT
SIGNATURE AND ORIGINAL RAISED SEAL

HIGH SOCCER ARENA

366 W. Taft Vineland Road, Orlando

30,000 s.f. 35 Parking Spaces 3 Fields

Concession Stand Bathrooms Office Event Room



XL INDOOR

825 Courtland Street, Orlando

34,000 s.f. 75 Parking Spaces 4 Fields (2 indoor, 2 outdoor)

Concession Stand Bathrooms Office Event Room



FREE KICK

3180 Southgate Commerce Boulevard, Orlando

35,000 s.f. 35 Parking Spaces 3 Fields

Concession Stand Bathrooms Office Event Room





surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

(b) *Exclusions.* Requests for variances from requirements of the land development code shall generally be considered for those provisions which regulate proposed site development and the requirements applicable to existing development. The following request for variances shall not be considered:

- (1) Requests for variances to the adopted comprehensive plan.
- (2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.
- (3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

(c) *Final decision.* Final determination of a hardship relief decision is vested in the city council sitting as the board of adjustment as provided for in this article.

(Ord. No. 281-C, § 1(ch. 8, § 1), 11-8-94)

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

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:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
- (2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;



- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;
- (4) The granting of the variance is consistent with the city's comprehensive plan; and
- (5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

(Ord. No. 281-C, § 1(ch. 8, § 2(C)), 11-8-94)

Sec. 86-175. Time limit for commencing construction.

When any variance is granted, construction of the structure or other variance item must begin within one year from the date of grant. It shall be the obligation of the owner to file written notice with the administrative official and director of planning that he has begun the proposed construction. If no such notice is filed, the variance shall automatically lapse.

(Ord. No. 281-C, § 1(ch. 8, § 2(D)), 11-8-94; Ord. No. 294-C, § 2, 9-28-99)



Zoning (City verification required): C-2, General Commercial

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:

1) 118-37. Landscape Buffers. 2) 98.14. Parking Space Requirements.

3) Architectural Standard, Section 5G.

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

Please see attached.

How does the Code create a hardship? _____

Please see attached.

*** * * * The following justifications must be completed * * * * ***
for any variance requested:

Variance requested -- subject and code section: 1) 118-37 Landscape Buffers.

2) 98.14 Parking Space Requirements 3) Architectural Standards, Section 5G.

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) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;

Please see attached.



(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category;

Please see attached.

CITY OF CLERMONT

VARIANCE

Application

Page 3

3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied;

Please see attached.

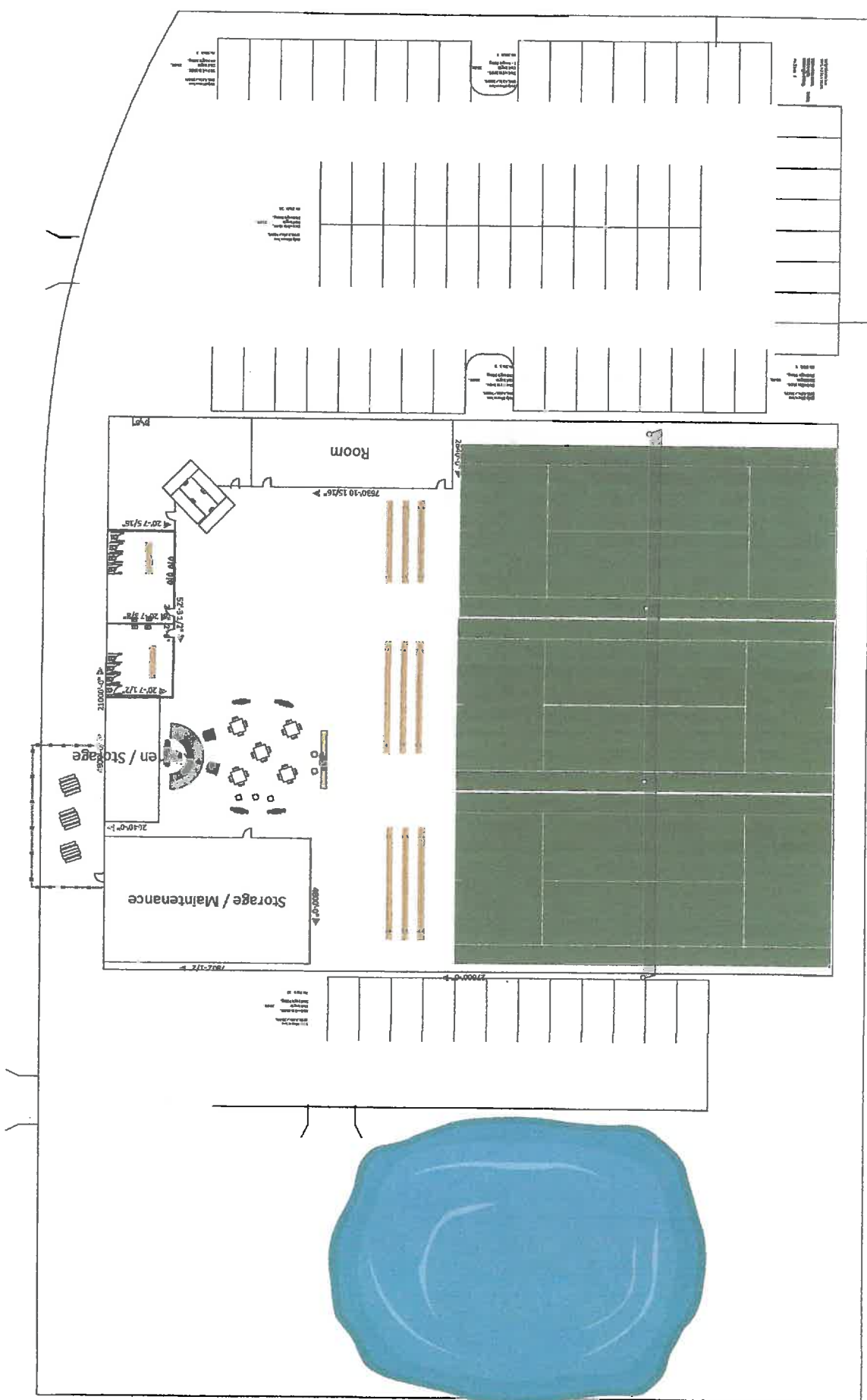
(4) The granting of the variance is consistent with the city's comprehensive plan; and

Please see attached.

(5) The variance requested is the minimum variance that will make reasonable use of the land, building, or structure or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied.

Please see attached.

CITY OF CLERMONT
VARIANCE
Application
Page 4



Advertising Receipt

The Daily Commercial
PO Box 490007
Leesburg, FL 34749-0007
Phone: (352) 365-8200
Fax: (352) 365-1951

CITY OF CLERMONT
Carlie Zinker
P.O. BOX 120219
CLERMONT, FL 34712

Account Number: 7101866
Order Number: 10083438
Phone: (352) 241-7331
Date: 12/17/18
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	12/31/2018	12/31/2018	\$120.33

LEGAL NOTICE

office, (352) 241-7331, at least 48
hours prior to the public hearings.

Tracy Ackroyd, MMC
City Clerk

Ad No: 10083438
December 31, 2018

Notice is hereby given that the Clermont City Council will consider a request for the following three variances: (1) to allow for a reduction of the minimum number of off street parking spaces requirements by the Land Development Code, Section 98-14; (2) to allow for elimination of the required canopy trees in the perimeter landscape buffer along the western property line as required by the Land Development Code, Section 118-37 and (3) to eliminate the code requirement for all developments must be designed in accordance with the Clermont Architectural Design Standards and Guidelines, at the following location:

LOCATION:

Vacant property on the south side of
State Road 50, west of CR 455
(Alternate Key: 391.1321)

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, January 8, 2019 at 6:30 P.M. in the Clermont City Hall, Council Chambers, 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. Persons with disabilities who need assistance should contact the City Clerk's

Payment Info	
Ad Price	\$120.33
Tax	\$0.00
Sub Total	\$120.33
Prepaid Amount	\$0.00
Balance Due	\$120.33

AGENDA ITEM

Meeting Date

Tuesday, January 8, 2019

Agenda Item Name

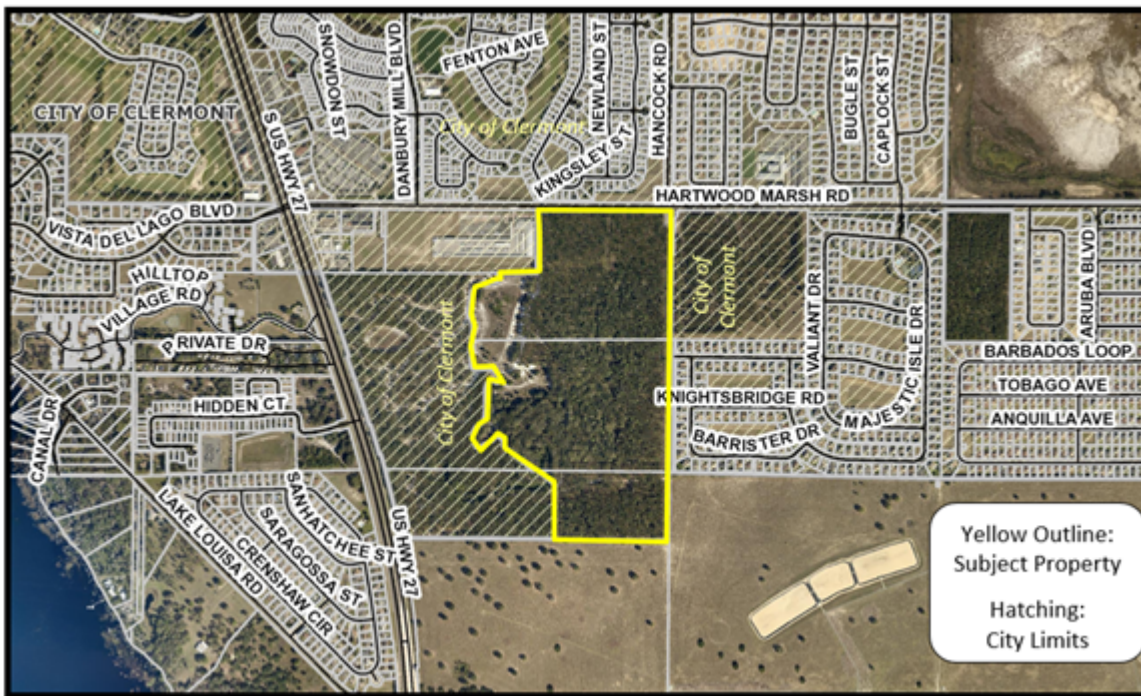
Ordinance No. 2019-07 Introduction
Fuqua

Requested Action

Recommend approval of the introduction of Ordinance 2019-07.

Staff Report

The applicant, Hartwood Marsh Residential LLC, is requesting voluntary annexation of the subject property. The property, approximately 115 acres, is located southwest of the intersection of Hartwood Marsh Road and Hancock Road. This request is being heard concurrently with requests for a Large-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The applicant desires to develop the property for residential use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the 115 +/- acre project, in which the City can fully serve. The property is contiguous with the City limits along the north, east and western property line of the subject property.

The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density designation to the City's Low Density Residential. The annexation would assign the default

zoning in the City to Urban Estate Low Density Residential and Urban Transition. The applicant is requesting a rezoning to a PUD for a residential subdivision consisting of an overall density of 2.8 units per acre.

The request to annex is an orderly and efficient transition of uses, with densities and intensities, which currently exist within the City of Clermont. Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, is consistent with the City's Comprehensive Plan, and is within the ISBA and the JPA; staff recommends approval of the annexation.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-07 Fuqua ANN	2019-07 Fuqua ANN.doc	
2. Fuqua Maps	Fuqua Maps.pdf	
3. location map	location map.pdf	
4. Annexation App	Annexation App.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2019-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, PROVIDING FOR THE ANNEXATION OF A CERTAIN PARCEL OF LAND CONTIGUOUS TO THE PRESENT CITY BOUNDARIES; PROVIDING FOR AN EFFECTIVE DATE, SEVERABILITY, RECORDING, AND PUBLICATION.

WHEREAS, the City Council of the City of Clermont, Lake County, Florida has received a Petition for Annexation of a parcel of land contiguous to the present corporate limits under Section 171.044, Florida Statutes; and

WHEREAS, the City Council of the City of Clermont, Lake County, Florida, has determined that it is in the best interest of the City and of the property herein sought to be annexed that the City annex the following described property; and

WHEREAS, the City Council has determined that the area sought to be annexed is contiguous to the City and is in need of the services which the City can offer and the City has determined that such area sought to be annexed will be substantially benefited by annexation; and

WHEREAS, the City Council has determined that all requirements of Section 171.044, Florida Statutes, have been met.

SECTION 1.

NOW, THEREFORE, BE IT ORDAINED, under the provisions of Florida Statute Chapter 171 and the General and Special Laws of the State of Florida; that the City of Clermont, Lake County, Florida, does hereby annex to and make part of its corporate boundaries; the following described property contiguous to the present City boundary, to-wit:

LEGAL DESCRIPTION

That part of MONTE VISTA PARK FARMS, according to the plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Lake County, Florida, lying in Sections 9 and 16, Township 23 South, Range 26 East, and that part of the Southeast 1/4 of Section 9, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

COMMENCE at the East 1/4 corner of Section 9, Township 23 South, Range 26 East, thence run S00°25'15"W along the East line of the Southeast 1/4 of said Section 9 for a distance of 26.00 feet to the POINT OF BEGINNING; thence continue S00°25'15"W along said East line 2560.45 feet to the Southeast corner of said Section 9; thence S00°26'49"W along the East line of the Northeast 1/4 of Section 16, Township 23 South, Range 26 East, for a distance of 662.26 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 16; thence N89°32'02"W along the South line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 1121.46 feet; thence leaving said South line run N00°27'58"E, 529.08 feet; thence N50°15'49"W, 606.67 feet; thence N18°55'15"E, 15.13 feet; thence N06°26'42"W, 28.59



CITY OF CLERMONT
ORDINANCE NO. 2019-07

feet; thence N31°04'08"W, 24.54 feet; thence N57°16'34"W, 38.82 feet; thence N79°19'14"W, 22.50 feet; thence S72°14'43"W, 23.58 feet; thence S25°50'57"W, 30.74 feet; thence S66°47'05"W, 81.79 feet; thence S55°09'08"W, 65.04 feet; thence S70°14'29"W, 16.30 feet; thence N77°06'37"W, 14.04 feet; thence N56°24'53"W, 10.66 feet; thence N21°01'30"W, 101.88 feet; thence N04°17'39"E, 27.39 feet; thence N16°05'04"E, 33.97 feet; thence N28°56'59"E, 43.34 feet; thence N61°30'08"E, 44.26 feet; thence N43°55'27"E, 43.91 feet; thence N20°42'07"E, 56.29 feet; thence N06°27'57"E, 101.43 feet; thence N02°36'01"W, 121.76 feet; thence N03°11'49"E, 54.97 feet; thence N14°54'49"E, 44.67 feet; thence N36°16'47"E, 24.84 feet; thence N68°05'38"E, 28.33 feet; thence S76°04'07"E, 30.37 feet; thence S64°20'08"E, 25.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N41°37'57"E; thence Northeasterly along the arc of said curve through a central angle of 148°03'50" for a distance of 64.61 feet to the point of tangency; thence N32°23'58"W, 72.00 feet; thence N46°19'25"W, 35.85 feet; thence N73°14'47"W, 36.84 feet; thence N88°48'33"W, 90.46 feet; thence S79°46'13"W, 30.52 feet; thence N85°12'21"W, 36.97 feet; thence N45°06'17"W, 26.84 feet; thence N02°32'14"W, 197.47 feet; thence N06°51'20"E, 199.46 feet; thence N10°32'32"W, 40.47 feet; thence N25°48'53"W, 31.53 feet; thence N46°57'10"W, 23.08 feet; thence N30°34'13"W, 20.75 feet; thence N15°51'21"W, 43.08 feet; thence N07°19'12"W, 66.15 feet; thence N02°11'09"E, 52.90 feet; thence N09°45'40"E, 49.13 feet; thence N16°35'39"E, 43.95 feet; thence N44°07'53"E, 55.81 feet; thence N60°09'01"E, 42.42 feet; thence N74°46'16"E, 40.33 feet; thence N80°48'18"E, 53.28 feet; thence N87°41'33"E, 82.14 feet; thence N00°23'35"E, 86.68 feet to the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 9; thence S89°36'25"E along said North line 382.81 feet to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4; thence N00°20'29"E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 9 for a distance of 644.48 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence run S89°42'00"E along the North line of the Southeast 1/4 of said Section 9 for a distance of 315.40 feet to the right-of-way line of Hartwood Marsh Road, as recorded in Maintenance Map Book 8, Pages 21 through 23, of the Public Records of Lake County, Florida; thence S00°18'00"W along said right-of-way line 26.00 feet; thence S89°42'00"E along said right-of-way line 999.95 feet to the POINT OF BEGINNING.

Containing 115.890 acres more or less and being subject to any rights-of-way, easements and restrictions of record.

Alternate Key 1462428, 1663521, & 3853084

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Ordinance shall be recorded in the Public Records of Lake County, Florida.

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-07

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 12th day of March, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Fuqua Property

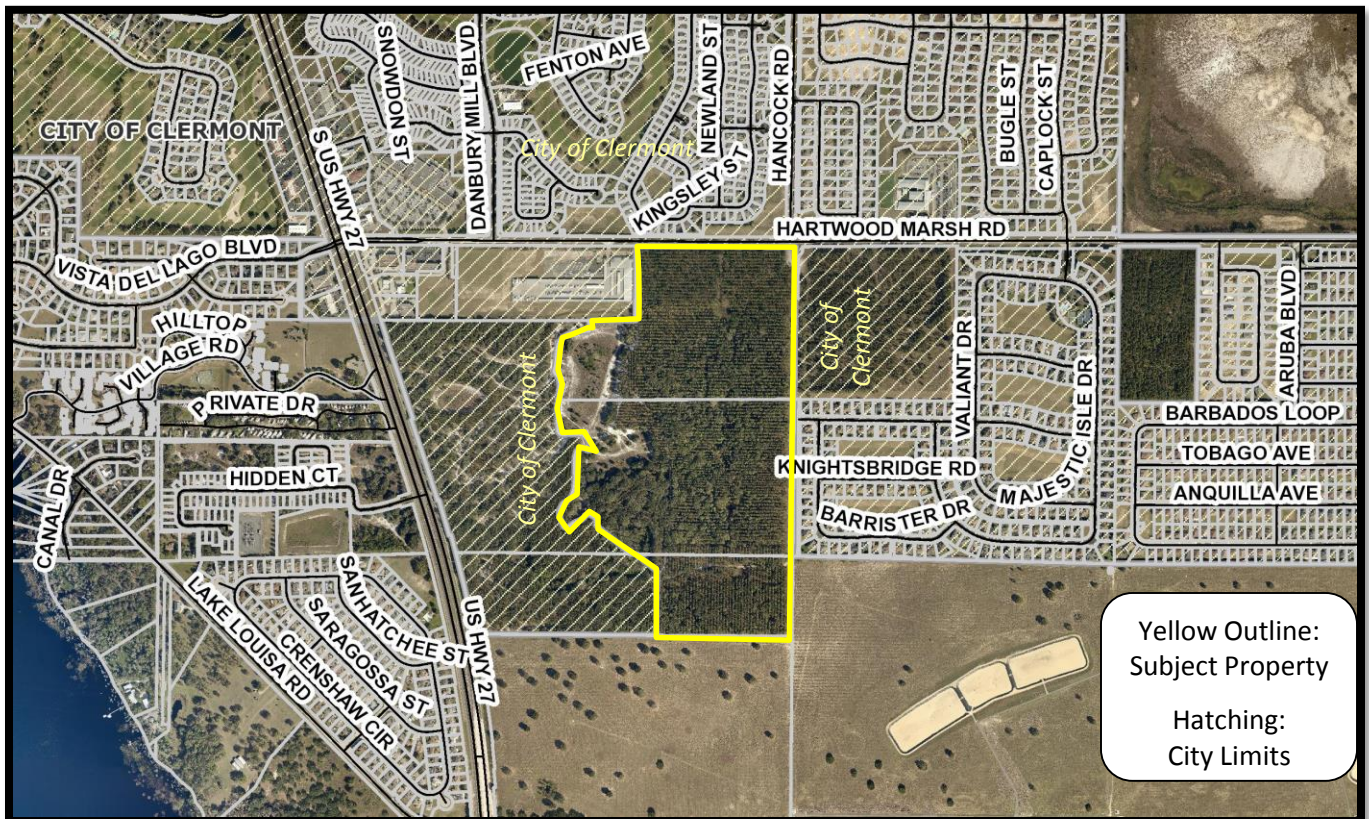
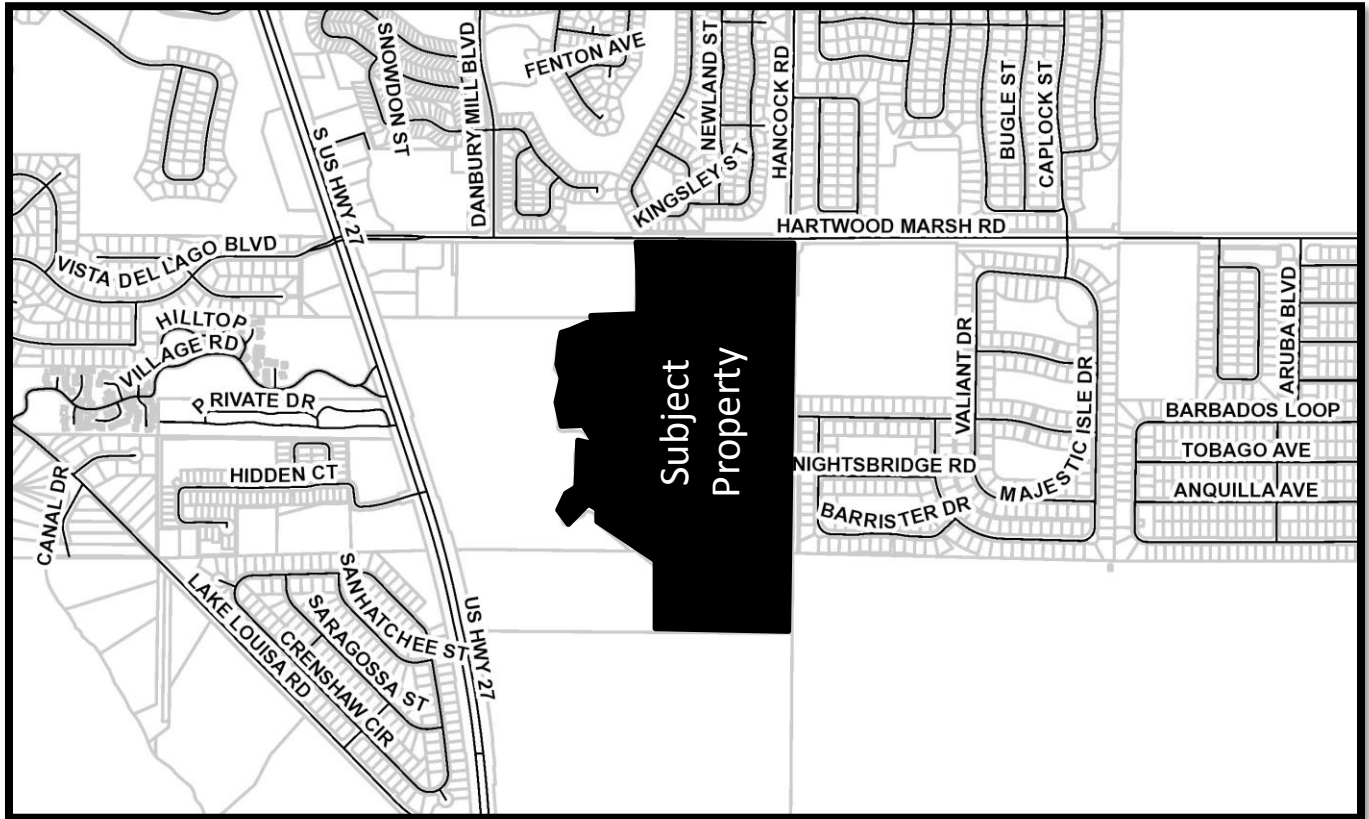


Exhibit – Future Land Use Map – Fuqua Property

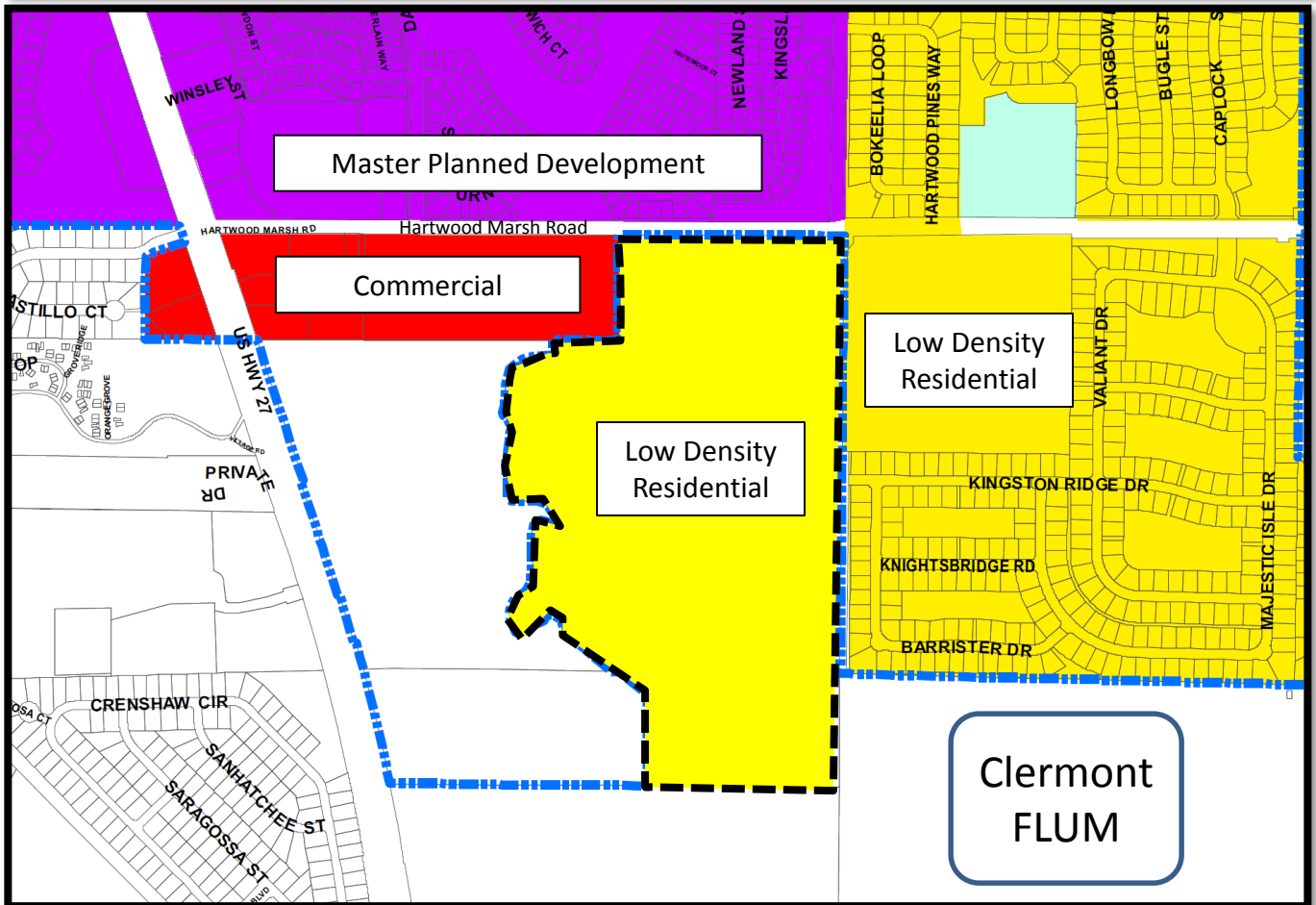
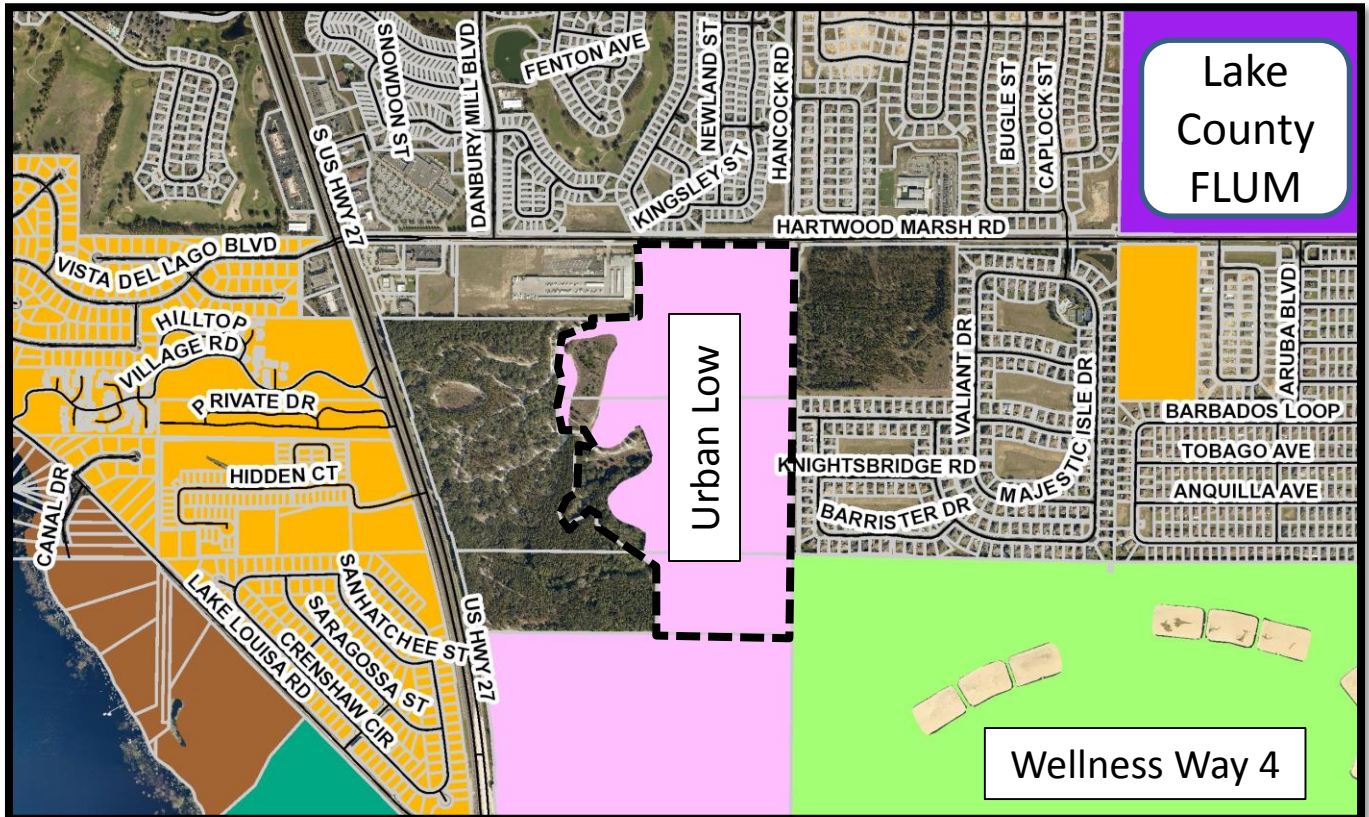
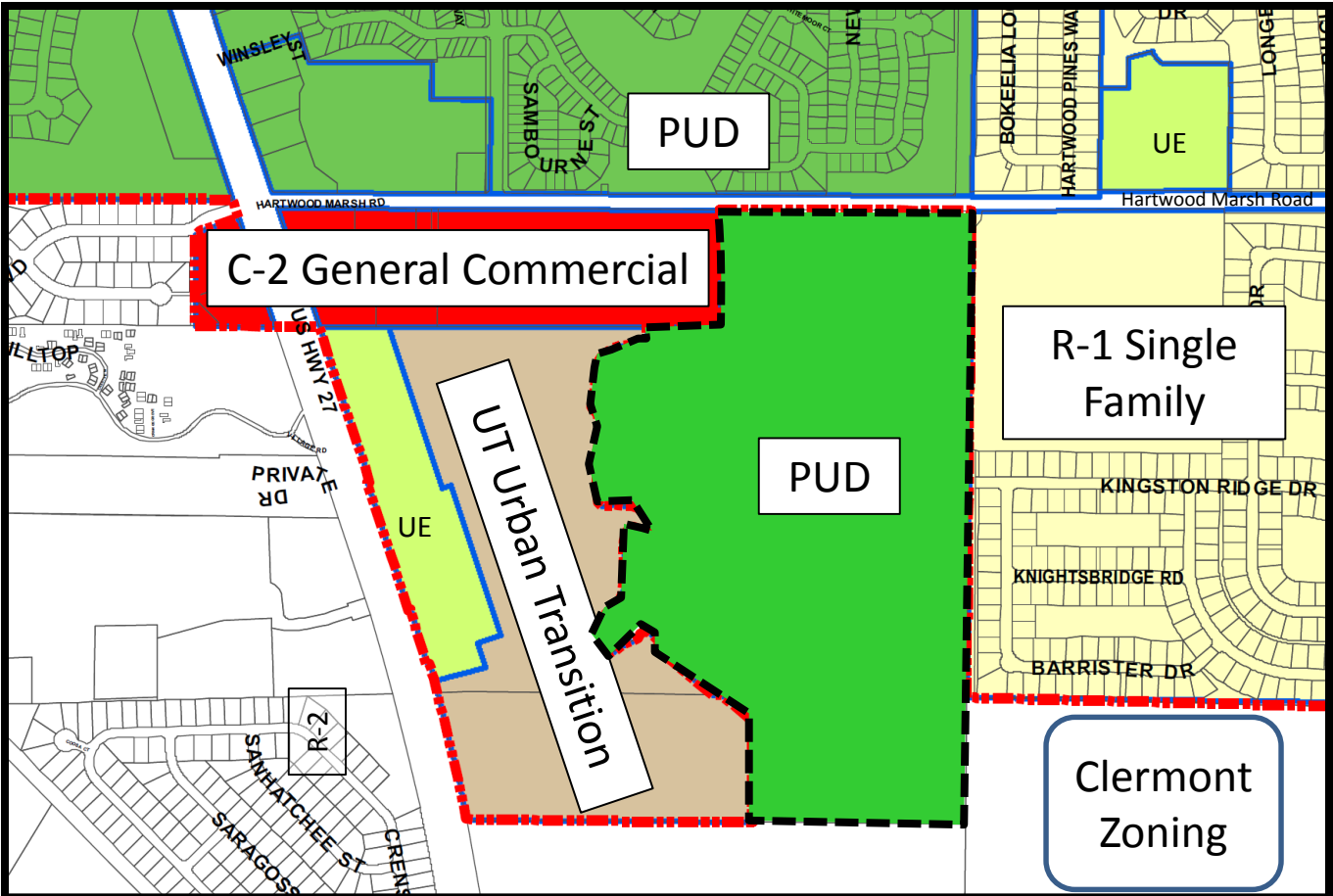
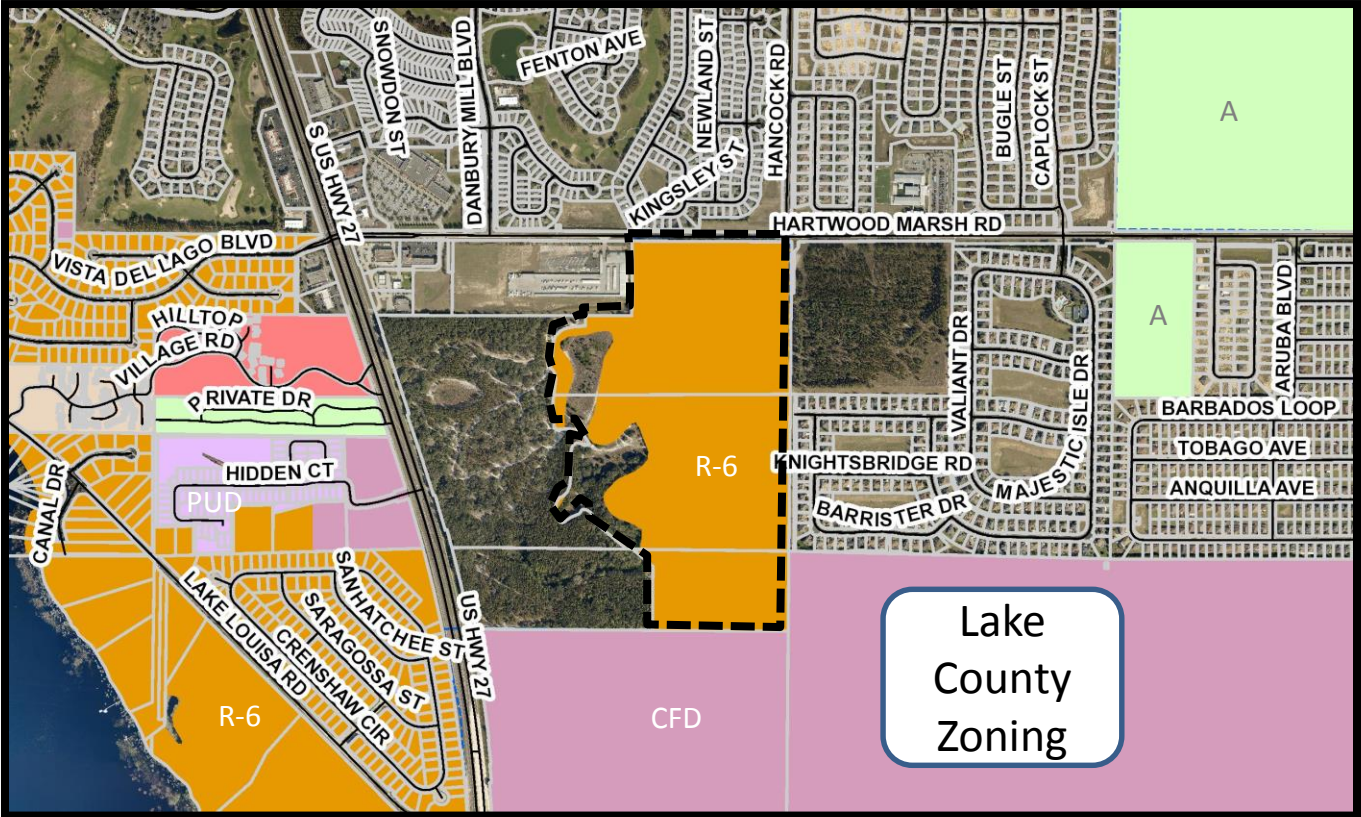
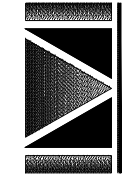


Exhibit – Zoning Map – Fuqua Property





DONALD W. MCINTOSH
ASSOCIATES, INC.

CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS
2200 PARK AVENUE NORTH
WINTER PARK, FL 32789

PHONE: (407) 644-4068 FAX: (407) 644-8318

Hartwood Marsh

Sections 9 and 16, Township 23 South, Range 26 East
City of Clermont, Florida

LOCATION MAP
NOVEMBER 2018



CHECK LIST & FILING INSTRUCTIONS

The following required information shall be submitted when applying for an **ANNEXATION**.

1. X Application & Petition by the landowners for Annexation (pages 3 and 4).
2. X General application form (page 5).
3. X Authorization for agent/owner representation (page 6)
4. X **LEGAL DESCRIPTION:** Email legal description typed in Word (not all capitalized) to rchidlow@clermontfl.org. Include a copy of the latest TAX RECEIPT or recorded WARRANTY DEED showing the current fee simple owner.
5. X Map showing general area of site for which Annexation is being requested.
6. X Submit original application along with \$155.00 filing fee. (Price for advertisement will be invoiced once the cost has been received)

NOTE: All territory annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.

PROCEDURES:

1. The proposed use of the property must be assessed to determine if there will be an increase in demand on the water or wastewater systems prior to submittal of the application. Any increase in demand on the water or wastewater systems will be subject to impact fees.
2. Any person requesting an Annexation shall file a complete application in the Development Services Department on or before the 1st day of the Month. Complete applications will then be scheduled for Public Hearing on the 4th Tuesday of the following month for the City Council meeting. All applications must be complete, to include applicable site plans and/or other pertinent descriptive materials in order to be processed. A pre-application meeting may be required prior to submission of an application. Dependent upon the scope and/or magnitude of a particular project, scheduling of one or more City Council Workshop(s) may also be necessary and additional time may be required prior to being scheduled for public hearing.
3. Upon receipt of a complete application, the Development Services Department shall proceed with the request for a public hearing in accordance with the following:
 - A: The owners of all property lying within one hundred fifty (150) feet of the property requested to be annexed shall be notified by mail.
 - B. A legal advertisement of the request shall be advertised in a local newspaper prior to the meeting date.
4. Failure to provide an accurate and complete application will result in automatic rejection and return of the application and delay of the hearing date.



APPLICATION & PETITION

DATE: _____

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Hartwood Marsh

APPLICANT: Hartwood Residential, LLC

Address: 401 Ferguson Street

City: Orlando State: FL Zip: 32805

Phone: 407-293-6562 Fax: 407-291-2815

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

OWNER: Hartwood Residential, LLC

Address: 401 Ferguson Street

City: Orlando State: FL Zip: 32805

Phone: 407-293-6562 Fax: 407-291-2815

AGENT NAME (Affidavit required): N/A

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

Property address and/or general location: SW Corner Intersection of Hartwood Marsh Road and Hancock Road

Area of property: 115.89 +/- acres, and/or 5048168 +/- sq. ft.

The property is PRESENTLY used for: Vacant

The property is PROPOSED to be used for: Single Family Detached Residential



Existing Lake County Land Use* : Urban Low Density

Existing Lake County Zoning* : R-6

*** NOTE: All property annexed into the City of Clermont is automatically zoned Urban Estate Residential (UE) Zoning District. A separate application for a Land Use Plan Amendment & Rezoning is required. Applicable fees shall apply.**

Number of existing structures on the property and their present use: N/A Vacant

State the reason or basis for this request: Required for water and sewer service

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

Section 9,16, Township 23S, Range 26E

See attached

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



**PETITION OF LANDOWNER(S) FOR ANNEXATION
OF CERTAIN PROPERTY TO THE CITY OF CLERMONT**

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

AN ACT TO AMEND CHAPTER 9820, LAWS OF FLORIDA, SPECIAL ACT OF 1923, AS AMENDED, BEING THE CHARTER OF THE CITY OF CLERMONT, FLORIDA, TO PROVIDE ENABLING LEGISLATION FOR THE FUTURE ANNEXATION OF CONTIGUOUS TERRITORY BY PETITION AND CONSENT OF THE LANDOWNER(S) IN THE AREA SOUGHT TO BE ANNEXED: PROVIDING THAT SAID PROVISIONS SHALL BE CUMULATIVE: PROVIDING THAT THE PROPERTY ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY, AND PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL OF SUCH TERRITORY HAD BEEN A PART OF THE CITY OF CLERMONT AT THE TIME OF THE PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES, AND FIXING EFFECTIVE DATE,

hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary acts thereto, and we, jointly and severally, consent to such annexation of such area to said City of Clermont and upon annexation sought by this petition, all of the property, real and personal, within such area, and the inhabitants thereof, shall be subject to the government, jurisdiction, powers, franchises, duties and privileges of said City of Clermont, Florida and the said property shall be liable, proportionally, for all the present outstanding and existing, as well as future, indebtedness of the said City of Clermont; that all of the ordinances of the City of Clermont and all laws heretofore passed by the Legislature of the State of Florida, relating to and which now or hereafter constitute its Charter shall apply to have the same force and effect in such territory as may be annexed under the provisions hereof as if all of such territory had been part of the City of Clermont at the time of the passage and approval of said laws and ordinances.

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 30th day of October, 2018

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

[Signature]
Landowner (Petitioner)

10/30/2018
Date

[Signature]
Notary Public

03-16-19
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: October 30, 2018

Before me, the undersigned authority personally appeared Jeffry B. Fuqua - Manager (owner(s) name), who being by me duly sworn on oath, deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
Single family detached residential and water and sewer service
from City of Clermont.
3. That said authority (owner) has appointed (agent's name) None
_____ to act in its behalf to accomplish the above, and before me the undersigned authorized agent personally appeared and being by me duly sworn on oath, deposes and says:

A. That he/she affirms and certifies that he/she understands and will comply with all Ordinances, Regulations, and Provisions of the City of Clermont, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his/her knowledge and belief, and further, that this application and attachments shall become part of the Official Records of the City of Clermont, Florida, and are not returnable.

B. That the Submittal requirements for the application have been completed and attached hereto as part of that application.

X [Signature] X
Owner (signature)

[Signature]
Agent's (signature)

Sworn to and subscribed before
me this 30th day of October,
20 18.

Sworn to and subscribed before
me this 30th day of October,
20 18.

[Signature]
Notary Public, State of FL
My commission expires: 03/16/19

[Signature]
Notary Public, State of FL
My commission expires: 03/16/19

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





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, January 8, 2019

Agenda Item Name

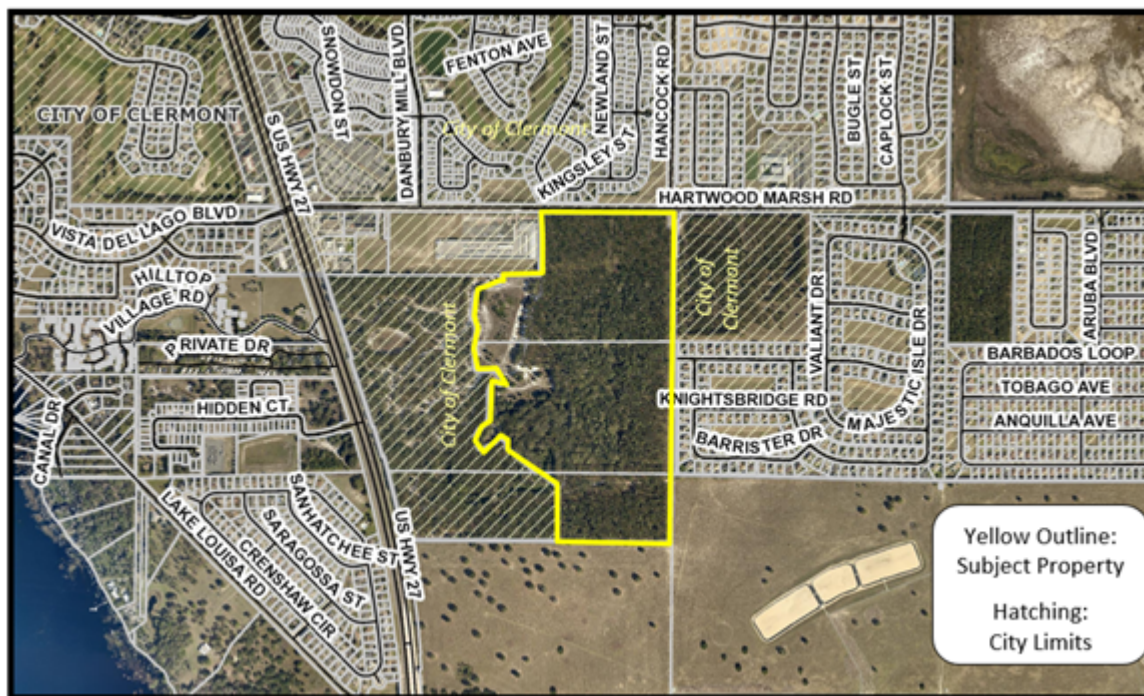
Ordinance No. 2019-08 *Transmittal*
Fuqua

Requested Action

Recommend approval of the transmittal of Ordinance 2019-08.

Staff Report

The applicant, Hartwood Marsh Residential LLC, is requesting a Future Land Use change on the subject property. The property, approximately 115 acres, is located southwest of the intersection of Hartwood Marsh Road and Hancock Road.



This request is being heard concurrently with requests for annexation and a rezoning to a Planned Unit Development (PUD) for single-family housing. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Low Density Residential. The City's Low Density Residential does not permit commercial or industrial uses. The applicant is requesting up to 321 units on 115 +/- acres, which equates to 2.8 units per acre. The City's Low Density Residential allows up to three (3) dwelling units per acre. This proposed land use is the City's lowest density residential land use category.

- Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include:
- Policy 1.1.1: Urban services such as water and sewer shall not be extended outside the Lake County/Clermont Joint Planning Area (JPA) without a companion land use plan amendment modifying the boundary and amending the land uses. An exception may be considered where public health, safety and welfare require a community water system or the extension of water service to ensure safe potable water.
 - Policy 1.6.1: Low-Density Residential. Areas delineated on the FLUM for low-density residential development shall accommodate a maximum density of up to three dwelling units per acre and shall be comprised primarily of single-family detached homes on individual lots.
 - Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

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 March.

Staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to the City's Low Density Residential.

Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-08 Fuqua CPA	2019-08 Fuqua CPA.doc	
2. Fuqua Maps	Fuqua Maps.pdf	
3. location map	location map.pdf	
4. Boundary survey	Boundary survey.pdf	
5. Application	Comp Plan Amendment.pdf	
6. CPA Legal Proof	CPA Legal Proof.pdf	



CITY OF CLERMONT
ORDINANCE NO. 2019-08

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 MONTE VISTA PARK FARMS, according to the plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Lake County, Florida, lying in Sections 9 and 16, Township 23 South, Range 26 East, and that part of the Southeast 1/4 of Section 9, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

COMMENCE at the East 1/4 corner of Section 9, Township 23 South, Range 26 East, thence run S00°25'15"W along the East line of the Southeast 1/4 of said Section 9 for a distance of 26.00 feet to the POINT OF BEGINNING; thence continue S00°25'15"W along said East line 2560.45 feet to the Southeast corner of said Section 9; thence S00°26'49"W along the East line of the



CITY OF CLERMONT
ORDINANCE NO. 2019-08

Northeast 1/4 of Section 16, Township 23 South, Range 26 East, for a distance of 662.26 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Northeast 1/4 of said Section 16; thence N89°32'02"W along the South line of said North 1/2 of the Northeast 1/4 of the Northeast 1/4 for a distance of 1121.46 feet; thence leaving said South line run N00°27'58"E, 529.08 feet; thence N50°15'49"W, 606.67 feet; thence N18°55'15"E, 15.13 feet; thence N06°26'42"W, 28.59 feet; thence N31°04'08"W, 24.54 feet; thence N57°16'34"W, 38.82 feet; thence N79°19'14"W, 22.50 feet; thence S72°14'43"W, 23.58 feet; thence S25°50'57"W, 30.74 feet; thence S66°47'05"W, 81.79 feet; thence S55°09'08"W, 65.04 feet; thence S70°14'29"W, 16.30 feet; thence N77°06'37"W, 14.04 feet; thence N56°24'53"W, 10.66 feet; thence N21°01'30"W, 101.88 feet; thence N04°17'39"E, 27.39 feet; thence N16°05'04"E, 33.97 feet; thence N28°56'59"E, 43.34 feet; thence N61°30'08"E, 44.26 feet; thence N43°55'27"E, 43.91 feet; thence N20°42'07"E, 56.29 feet; thence N06°27'57"E, 101.43 feet; thence N02°36'01"W, 121.76 feet; thence N03°11'49"E, 54.97 feet; thence N14°54'49"E, 44.67 feet; thence N36°16'47"E, 24.84 feet; thence N68°05'38"E, 28.33 feet; thence S76°04'07"E, 30.37 feet; thence S64°20'08"E, 25.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of N41°37'57"E; thence Northeasterly along the arc of said curve through a central angle of 148°03'50" for a distance of 64.61 feet to the point of tangency; thence N32°23'58"W, 72.00 feet; thence N46°19'25"W, 35.85 feet; thence N73°14'47"W, 36.84 feet; thence N88°48'33"W, 90.46 feet; thence S79°46'13"W, 30.52 feet; thence N85°12'21"W, 36.97 feet; thence N45°06'17"W, 26.84 feet; thence N02°32'14"W, 197.47 feet; thence N06°51'20"E, 199.46 feet; thence N10°32'32"W, 40.47 feet; thence N25°48'53"W, 31.53 feet; thence N46°57'10"W, 23.08 feet; thence N30°34'13"W, 20.75 feet; thence N15°51'21"W, 43.08 feet; thence N07°19'12"W, 66.15 feet; thence N02°11'09"E, 52.90 feet; thence N09°45'40"E, 49.13 feet; thence N16°35'39"E, 43.95 feet; thence N44°07'53"E, 55.81 feet; thence N60°09'01"E, 42.42 feet; thence N74°46'16"E, 40.33 feet; thence N80°48'18"E, 53.28 feet; thence N87°41'33"E, 82.14 feet; thence N00°23'35"E, 86.68 feet to the North line of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 9; thence S89°36'25"E along said North line 382.81 feet to the Northeast corner of said South 1/2 of the Northwest 1/4 of the Southeast 1/4; thence N00°20'29"E along the West line of the Northeast 1/4 of the Southeast 1/4 of said Section 9 for a distance of 644.48 feet to the Northwest corner of the Northeast 1/4 of the Southeast 1/4 of said Section 9; thence run S89°42'00"E along the North line of the Southeast 1/4 of said Section 9 for a distance of 315.40 feet to the right-of-way line of Hartwood Marsh Road, as recorded in Maintenance Map Book 8, Pages 21 through 23, of the Public Records of Lake County, Florida; thence S00°18'00"W along said right-of-way line 26.00 feet; thence S89°42'00"E along said right-of-way line 999.95 feet to the POINT OF BEGINNING.

Containing 115.890 acres more or less and being subject to any rights-of-way, easements and restrictions of record.

Alternate Key 1462428, 1663521, & 3853084

CHANGE IN FUTURE LAND USE CLASSIFICATION

From Lake County: Urban Low Density
To City of Clermont Low: Density Residential

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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





CITY OF CLERMONT
ORDINANCE NO. 2019-08

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 12th day of March, 2019.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit - Location Map - Fuqua Property

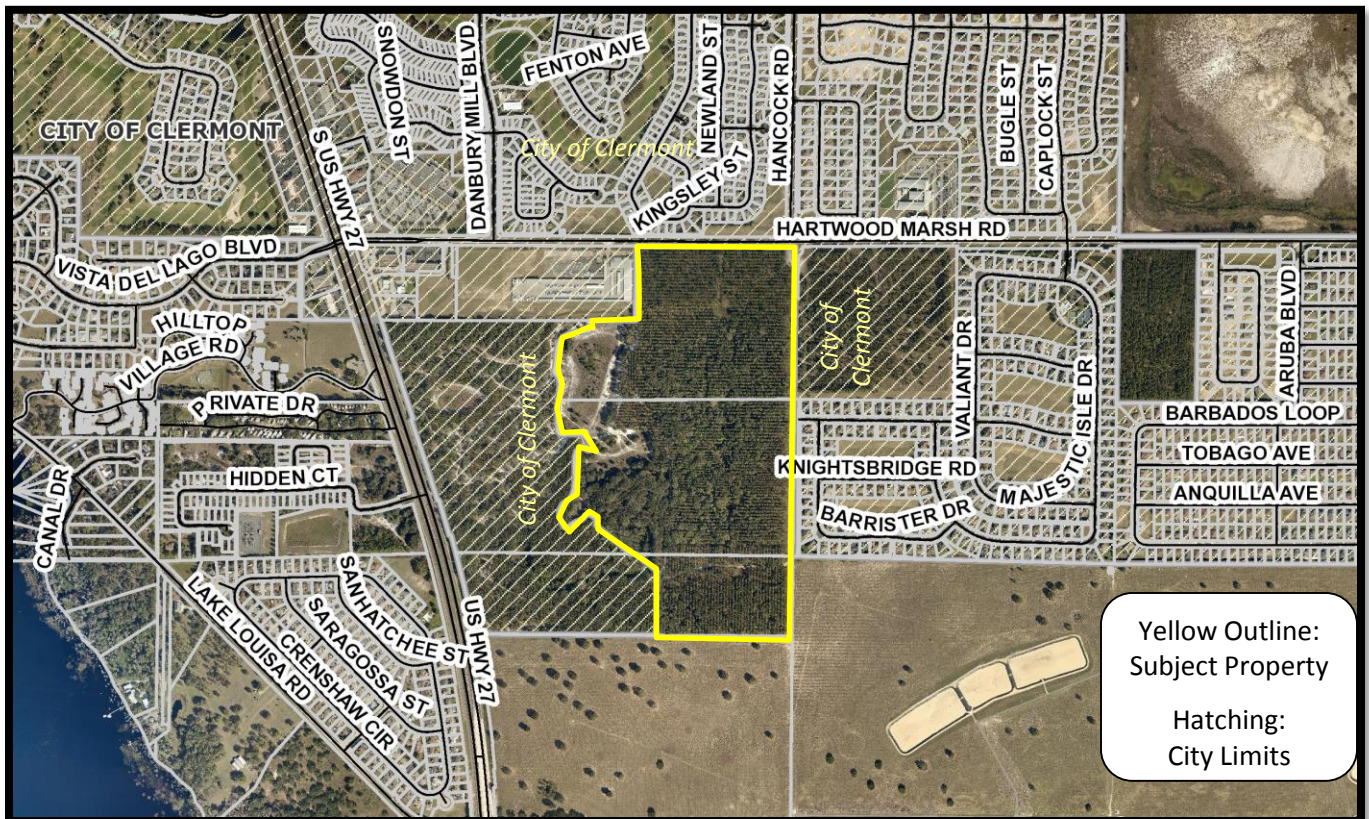
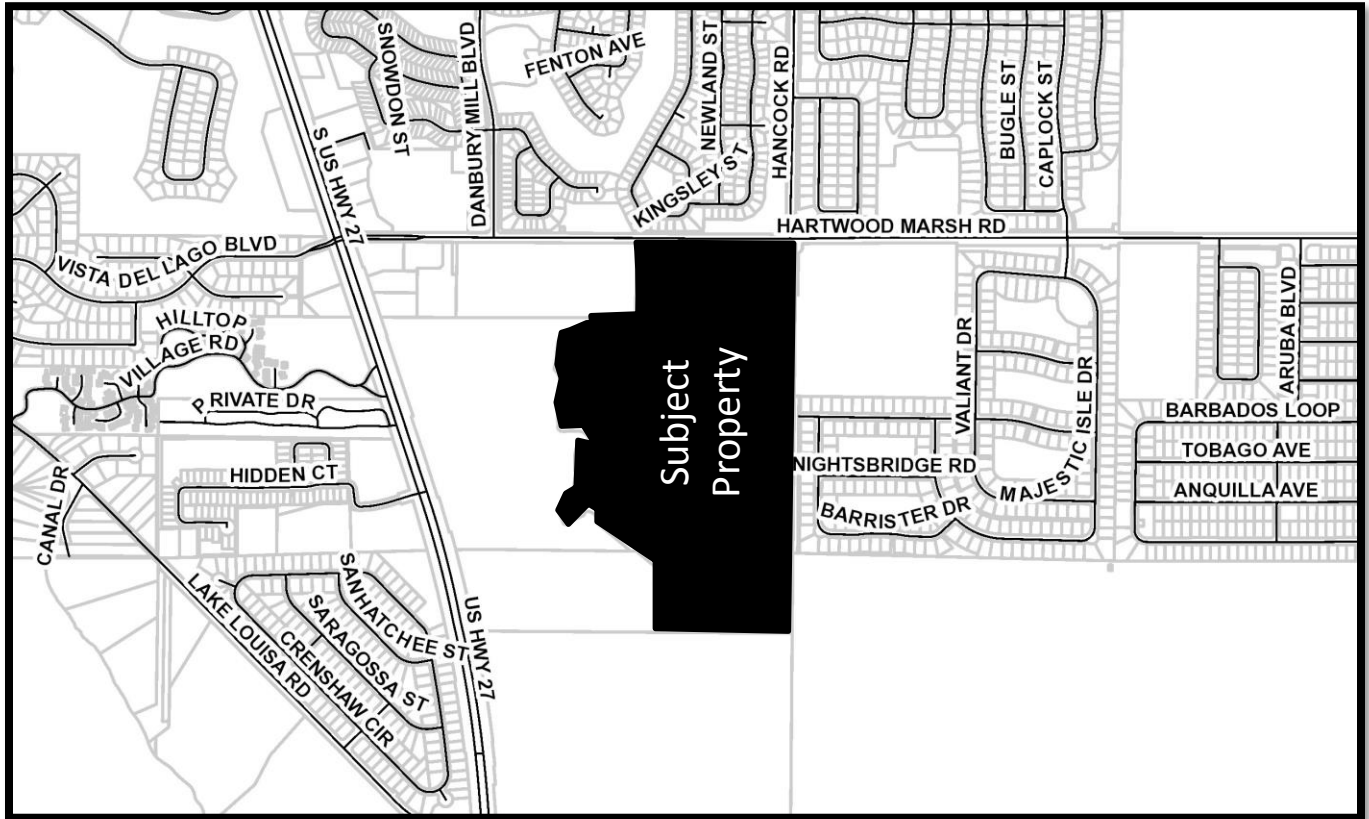


Exhibit – Future Land Use Map – Fuqua Property

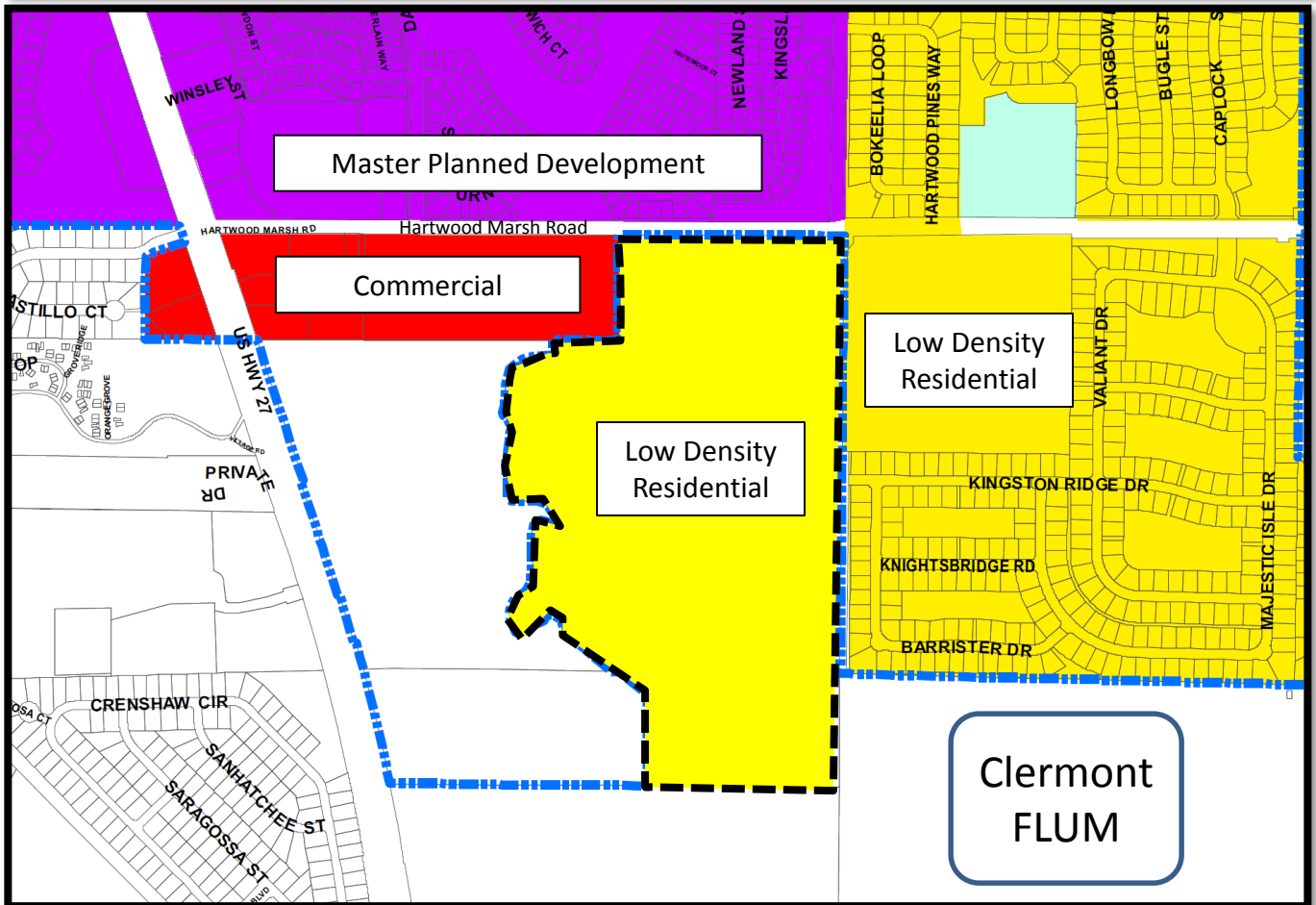
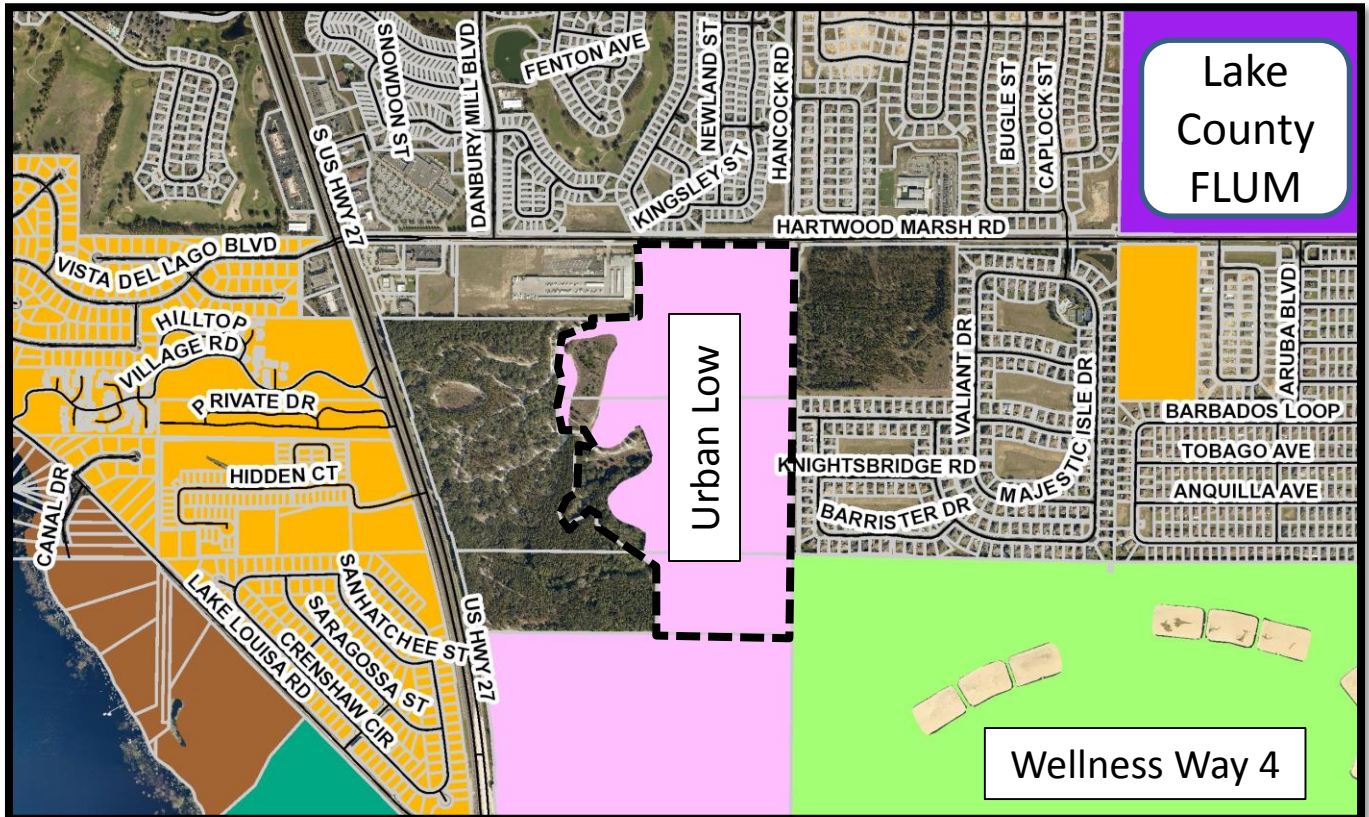
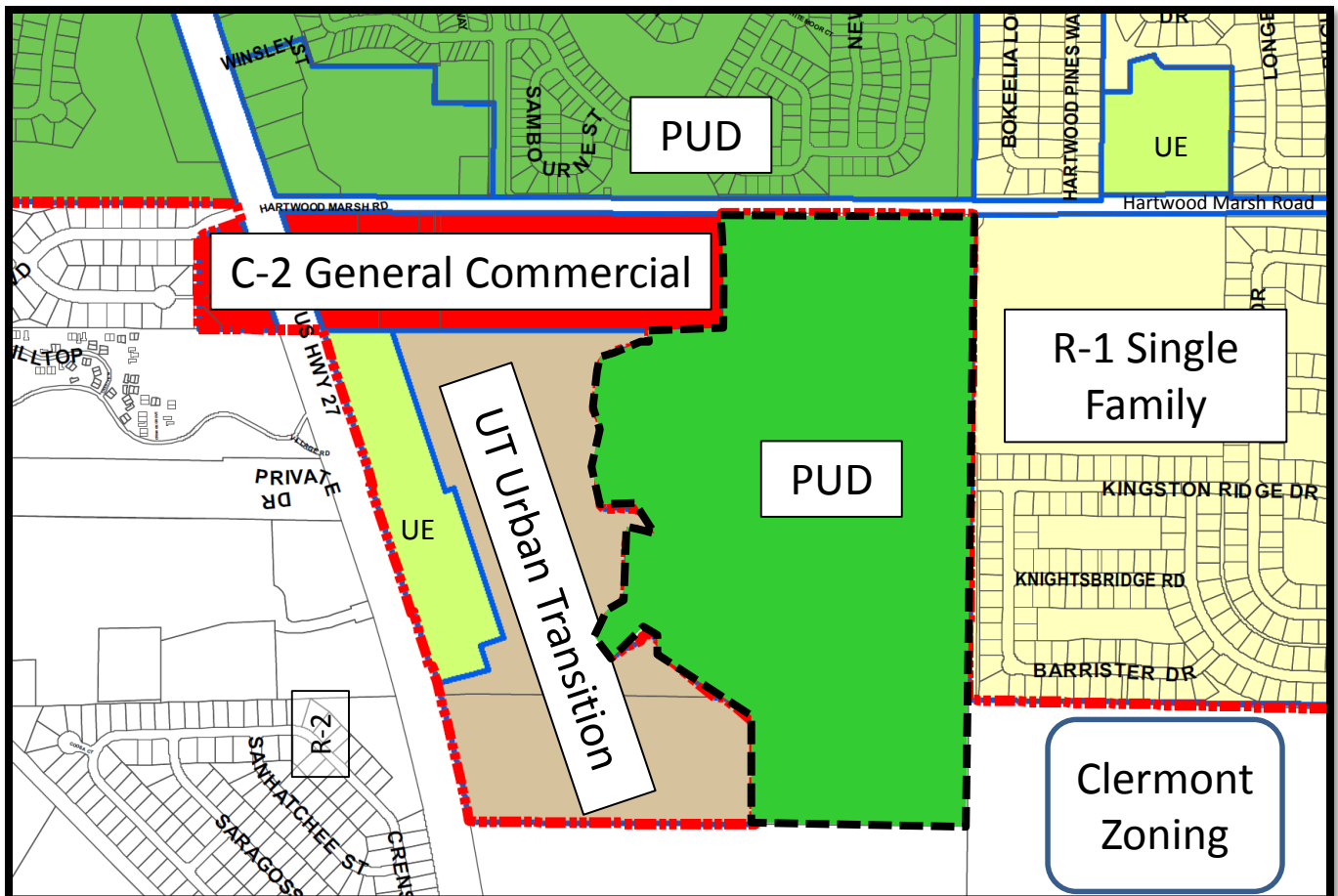
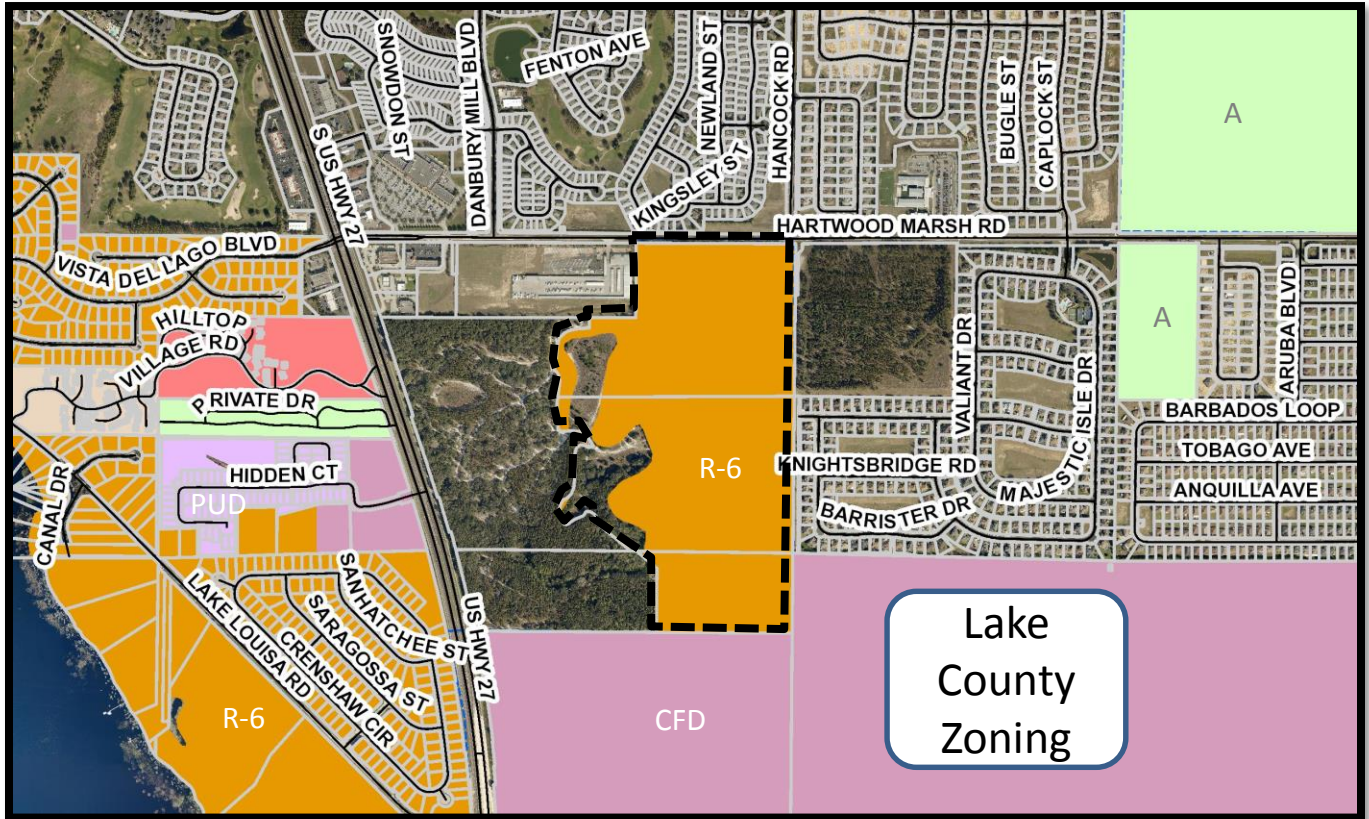


Exhibit – Zoning Map – Fuqua Property

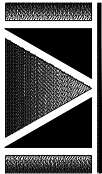




Hartwood Marsh

Sections 9 and 16, Township 23 South, Range 26 East
City of Clermont, Florida

LOCATION MAP
NOVEMBER 2018



DONALD W. MCINTOSH
ASSOCIATES, INC.

CIVIL ENGINEERS • LAND PLANNERS • SURVEYORS

2200 PARK AVENUE NORTH

WINTER PARK, FL 32789

PHONE: (407) 644-4068 FAX: (407) 644-8318

That part of MONTE VISTA PARK FARMS, according to the plat thereof, as recorded in Plat Book 2, Page 27, of the Public Records of Lake County, Florida, lying in Sections 9 and 16, Township 23 South, Range 26 East, and that part of the Southeast 1/4 of Section 9, Township 23 South, Range 26 East, Lake County, Florida, described as follows:

Containing 115.890 acres more or less and being subject to any rights-of-way, easements and restrictions of record.

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT
WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

NOTE: THERE MAY BE ITEMS ABOVE THAT WERE NOT WITHIN THE SCOPE OF THIS DRAWING TO BE LOCATED.

200 0 200 400 600

Scale: 1" = 200'

LINE TABLE		
L40	N06°51'20"E	199.46'
L41	N10°32'32"W	40.47'
L42	N25°46'53"W	31.53'
L43	N46°57'10"W	23.08'
L44	N30°34'13"W	20.75'
L45	N15°51'21"W	43.08'
L46	N07°19'12"W	66.15'
L47	N02°11'09"E	52.90'
L48	N09°45'40"E	49.13'
L49	N16°35'39"E	43.95'
L50	N44°07'53"E	55.81'
L51	N60°09'01"E	42.42'

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	25.00	148°03'50"	64.61	48.07	N41°37'57"E

DONALD W. McINTOSH ASSOCIATES, INC.

CERTIFICATE OF AUTHORIZATION NO. 68

Signature Date _____

Florida Registered Surveyor and Mapper
Certificate No. _____

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

The property may also be subject to other matters set forth in said Title Commitment.

DRAWING
S# 06-308

LAKE WEBSTER LLC

SHEET

10

HARTWOOD PROPERTIES LAKE COUNTY SEC 9&16-23-26



CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

- **Large Scale Comprehensive Plan Amendment** - \$2,325 plus cost of advertisement
Includes text amendments that impact the Goals, Objectives and Policies of the comprehensive plan; Future Land Use Map or map series amendment over 10 acres
- **Small Scale Comprehensive Plan Amendment** - \$755.00 plus cost of advertisement
Includes Future Land Use Map amendments of less than 10 acres, with no impact to the Goals, Objectives and Policies.
- **Development of Regional Impact (DRI)** - \$10,000 escrow plus actual costs of advertising for a DRI amendment.

APPLICATION PROCESS:

Applicants must schedule a pre-application meeting with the City's Site Review Committee prior to submitting a completed application. Once an application has been completed, please call a staff planner, (352) 394-4083, to schedule the pre-application meeting.

After the Site Review Committee meeting, and after any requests for additional information have been met by the applicant, the City's planning staff will prepare the amendment with its supporting data and analysis and schedule the Planning & Zoning Commission hearing. The Planning & Zoning Commission meets the first Tuesday of the month, and will make a recommendation on the proposed amendment to the City Council. The Council will then review the proposed amendment at a public hearing and may vote to approve (small scale amendment) or to transmit it (large scale amendment) to the Florida Department of Economic Opportunity (DEO) and all reviewing agencies.

DEO will review the amendment within 60 days and notify the City of any concerns. Other public agencies may file objections separately.

AMENDMENT TIME FRAME:

- *Small Scale Amendments* and *Large Scale Amendments* – may take up to three months to process depending on meeting schedules, review time frames, staff preparation time, etc. The City does try to consolidate amendments as much as possible to help save on advertising costs. Applicants must have attended a pre-application meeting prior to submitting applications for the deadlines. Please note that all hearing dates are tentative and subject to change.



A Pre-Application meeting with the Development Services Director (or designated staff) may be required prior to submittal of the application. Please check with the Development Services Department staff.

Application Information Required

A complete application includes the items below in addition to the attached application:

- Completed application. - Include all signatures
- Proof of ownership – (i.e. Lake County Property record card, tax receipt, deed, or tax receipt)
- Complete legal description in Word (not all caps) emailed to rchidlow@clermontfl.org
- Current survey and location map (acreage included)
- Signed owner affidavit (unless power of attorney or notarized letter authorizing the applicant to act as the duly authorized agent for the owner is submitted with the application)
- Signed Applicant affidavit
- Application fee

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



**CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application**

DATE: _____

FEE: \$2,325.00 _____

Project Name (if applicable): Hartwood Marsh _____

Applicant: Hartwood Marsh Residential, LLC _____

Contact Person: John Florio, P.E. - Donald W. McIntosh Associates, Inc. _____

Address: 2200 Park Avenue North _____

City: Winter Park _____ State: FL _____ Zip: 32789 _____

Phone: 407-644-4068 _____ Fax: 407-644-8318 _____

E-Mail: jflorio@dwma.com _____

OWNER: Hartwood Marsh Residential, LLC - Attn: Jeffry B. Fuqua - Manager _____

Address: 401 Ferguson Drive _____

City: Orlando _____ State: FL _____ Zip: 32805 _____

Phone: 407-293-6563 _____ Fax: 407-291-2815 _____

E-Mail: jeff@amickinc.com _____

General Location: SW corner of intersection of Hartwood Marsh Road and Hancock Road _____

Legal Description (include copy of survey): See Attached _____

Property size (in acres or square feet): 115.89 acres

Flood hazard area (yes) ☒ and approx. acreage 18.7 (no) _____

Existing (Actual) Land Use: Vacant _____

Existing Zoning: R-6 (Lake County) _____

Existing Future Land Use: Urban Low Density (Lake County)

Proposed Future Land Use: Low Density Residential (city) _____

Type of development proposed: Single Family Detached Residential _____



Proposed density (dwelling units/acre) or intensity: 2.8 DU/acre

Proposed Zoning District: PUD (city)

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

Hartwood Residential LLC owns approximately 115.89 acres adjacent to the City of Clermont. The property is now contiguous to the city limits, which requires the property be annexed to obtain utility service from Clermont. The owner is therefore filing an application for annexation which will require that the city's Comprehensive Plan be amended to provide a Future Land Use. The owner is also filing an Application for Conditional Use Permit which will allow single family detached dwelling units. The owner is requesting a Future Land Use of Low Density Residential in the city, which is consistent and compatible with the proposed PUD.

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

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

* * * * * NOTICE * * * * *

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

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

STATE OF FLORIDA
COUNTY OF LAKE:

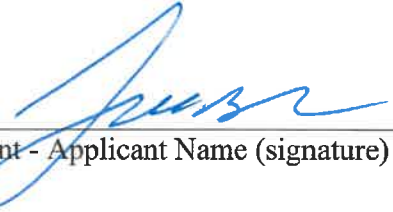
Before me, the undersigned authority personally appeared

Jeffry B. Fuqua - Manager, Hartwood Marsh Residential, LLC, who being

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

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

Jeffry B. Fuqua - Manager
Affiant - Applicant Name (print)

X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of October, 2018.

X 
Notary Public, State of Florida at Large

My Commission Expires: 03-16-19





OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

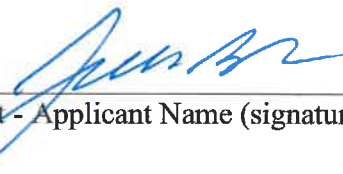
Before me, the undersigned authority personally appeared

Jeffrey B. Fuqua - Manager, Hartwood Marsh Residential LLC, who being

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

1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Urban Low Density (county) to Low Density Residential (city) for the property legally described on the attachment of this application.
3. That the owner of said property has appointed N/A to act as agent on his (her) behalf to accomplish the above. The owner is required to complete the APPLICANT'S AFFIDAVIT of this application if no agent is appointed to act in his (her) stead.

Jeffrey B. Fuqua - Manager
Affiant - Applicant Name (print)

X 
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of October, 2018.

X 
Notary Public, State of Florida at Large

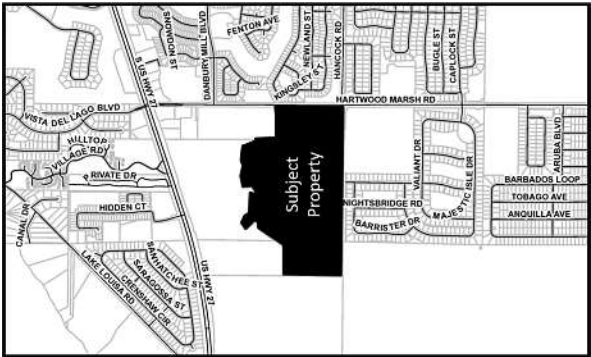
My Commission Expires: 03/16/19



CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2019-08

The City of Clermont will hold public hearings on Thursday, January 3, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, January 8, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low Density to Low Density Residential.

The City of Clermont will hold a public hearing on Tuesday, March 12, 2019 (final hearing) 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:

Southwest corner of the Hartwood Marsh Road and Hancock Road intersection
Alternate Key 1462428, 1663521, 3853084

Ordinance #2019-08:

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) 394-4083, ext. 3 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) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

D047897 - December 24, 2018 & February 26, 2019

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D047897 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X10
PUBLICATION: LF-DAILY COMMERCIAL

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