



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 22, 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.

Item No. 1 - Meeting Minutes	Consider approval of the November 27, 2018 and December 11, 2018 Council Meeting minutes.
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Item No. 2 - Surplus Request	Consider approval to declare end of life inventory as surplus from various departments and dispose of in accordance with the Purchasing Policy.
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Item No. 3 - Scope of Services	Consider approval of professional electrical, landscape and irrigation design services for Phase 2 of the Downtown Waterfront District Project with BESH Engineering, Inc., in the budgeted amount of \$57,847.
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Item No. 4 - Special Event Request	Consider a request to grant 10 open-air events with a temporary structure for 2019 at the Stormy Hill Harley-Davidson located at 2480 S. Highway 27.
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Item No. 5 - Resolution No. 2019-03R	Consider approval of resolution allowing the City to conduct bingo games at Kehler Park.
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UNFINISHED BUSINESS

Item No. 6 - Utility Service Agreement	Postpone to date certain.
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Item No. 7 - Ordinance No. 2018-36 <i>Final</i> <i>Olympus PUD Rezoning</i>	Postpone to date certain.
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**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, January 22, 2019**

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| Item No. 8 - Ordinance No. 2018-35 <i>Final
Olympus Annexation</i> | Postpone to date certain. |
| Item No. 9 - Ordinance No. 2018-34 <i>Adoption
Olympus CPA</i> | Postpone to date certain. |

NEW BUSINESS

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| Item No. 10 - Bid Award and budget amendment | Consider approval of bid award to Midcoast Construction Enterprises, LLC. to provide construction of a sea wall, dock and boat launch at the Rowing Boathouse in the total amount of \$396,500 and a budget amendment in the amount of \$167,644. |
| Item No. 11 - Short Term Vacation Rentals | Discussion |
| Item No. 12 - Code Enforcement Lien | Discussion of property located at 624 Prince Edward Avenue. |
| Item No. 13 - Ordinance No. 2019-10 <i>Introduction
MSTU</i> | Consider ordinance introduction to include the City of Clermont in the county-wide Municipal Service Taxing Unit to fund ambulance and emergency medical services for one year. |

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 27, 2018

The City Council met in a regular meeting on Tuesday, November 27, 2018 in the Clermont City Council Chambers. Mayor Ash called the meeting to order at 6:30pm with the following Council Members present: Brishke, Travis, Bates, and Goodgame. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

A resident gave the invocation followed by the Pledge of Allegiance.

ELECTION RESULTS

City Clerk Howe presented the November 6, 2018 election results for Seat 3 and Seat 5 for acceptance. Gail Ash received 8,946 votes and Jack Kruse received 6,780 votes for Seat 3. Ebo Entsuh received 5,613 votes and Diane Travis received 9,634 votes for Seat 5.

Council Member Bates moved to accept the election results; seconded by Council Member Brishke. The motion passed with all members present voting aye.

OATH OF OFFICE

City Clerk Howe administered the Oath of Office to Diane Travis for Seat 5, Gail Ash for Seat 3, and Timothy Bates for Seat 1 for a two-year term.

SELECTION OF MAYOR PRO TEM

Council Member Goodgame nominated Council Member Bates; seconded by Council Member Brishke. The motion passed with all members present voting aye.

PRESENTATIONS

Citizen's Academy

Communications Director Deen presented the graduates of the Fall 2018 Citizen's Academy.

Kathryn Quick, graduate of the Fall 2018 Citizen's Academy, expressed appreciation for the program and being impressed with the City's departments.

City Manager Gray stated Clermont's Citizen's Academy is held twice a year with applications available online.

Mayor Ash introduced Emma Gaskins, a Youth Council Member, who is shadowing the City Attorney for the day.

PUBLIC COMMENTS

Cuqui Whitehead, 700 Hook Street, congratulated the re-elected Council Members and Mayor and thanked the Mayor for being accessible in the community.

REPORTS

City Manager Gray congratulated the Council Members on being re-elected and introduced Scott Davidoff to present the City's upcoming events.

Parks and Recreation Davidoff presented information on Light Up Clermont and the following parade.

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City Attorney Mantzaris reported on having Youth Council Member Emma Gaskins shadow him for the day. The Council will have a private meeting at the December 11, 2018 Council Meeting where they will begin the meeting at the regularly scheduled time and then break to go into a private session.

Council Member Bates thanked the citizens for his re-election.

Council Member Goodgame reported having a Thanksgiving dinner at the Methodist Church.

Council Member Brishke reported on November 16, she attended the Chamber breakfast and heard the presentation given by Disney where they discussed their efforts with supporting local charities.

Council Member Travis thanked the citizens for her re-election.

Mayor Ash reported on November 15, she attended the South Lake Homeless Task Force at the South Lake Foundation where a presentation was given advising cities on using foreclosures to gain funding. That same night, she attended the final class of the Citizens Academy at the Arts and Recreation Center.

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.

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| Item No. 1 – Plat Approval | Consider approval of plat for Shoppes at Hammock Ridge, a commercial subdivision. |
| Item No. 2 – Event and Road Closure Request | Consider approving a date change for the Mega Food Truck Rally with road closures previously approved for January 19, 2019 to January 12, 2019 from 12:00 PM to 10:00 PM. |
| Item No. 3 – Resolution No. 2018-49R | Consider approval of resolution to amend the FY 2018 Budget. |

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

UNFINISHED BUSINESS

Item No. 4 – Ordinance No. 2018-37, *Final, Waterfront Rezoning*

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

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

Senior Planner Kruse presented staff's request for rezoning the property from Second Street to Eighth Street and which runs along Lake Minneola. The property is currently used as the South Lake Trail, Splash Pad, Highlander Building, Waterfront Pavilion, and associated parks. The City is undergoing an effort to have the City parks and recreational areas designated with the PR Parks and Recreation zoning designation. This zoning designation is the most appropriate for the use of the property and if approved, will be reflected on the zoning map. Staff recommends approval and the Planning and Zoning Committee voted 5-0 for approval.

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City Manager Gray stated the request is to clean up the City's Land Use and Zoning. The City's Land Use is currently designated as parks, but the zoning currently has the area as residential.

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

Council Member Bates expressed concerns of affecting food or concessions on the property. City Manager Gray clarified the requested change would have no effect on allowing food or concessions.

Council Member Travis inquired if the stormwater retention area would be filled in. City Manager Gray stated the stormwater retention would stay the same.

Council Member Goodgame moved to approve Ordinance No. 2018-37; seconded by Council Member Bates. The motion passed with a 5 to 0 roll call vote.

NEW BUSINESS

Item No. 5 – Variance Request, Magnolia Park

Environmental Services Director Westrick presented the applicant's request for Magnolia Park Homeowner's Association to connect to the City's reclamation system due to failure of their well. The city does have structure making it feasible to tie in their system for the common areas. Existing utility code requires private wells to provide irrigation for all uses within the City's utility services area except for single-family residential units. The City does have capacity and infrastructure in place. Staff supports the request to relieve the requirement for Magnolia Park Subdivision HOA to provide a private well for irrigation water for the landscape common area along Sunburst Lane and approve a connection to the City's reclaimed water system, pending the payment of all applicable capital impact fees and other utility fees required for the connection and meter installation.

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

Barbara Rights, Manager for Magnolia Park, applicant, stated this particular well services the island along Park Branch Avenue as well as the area along Sunburst Lane. The subject well has completely collapsed causing the request to connect to City reclaim water pending payment of applicable fees.

Council Member Bates inquired about the 3 wells for Magnolia Park. Environmental Services Director Westrick replied the neighborhood has 3 wells which each services irrigation for different portions of the neighborhood. The other 2 wells are zoned for different areas from the well which collapsed. Ms. Right clarified there was consideration to drill a new well, but there is not a common area large enough to facilitate a new well.

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

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

Item No. 6 – Resolution No. 2018-45R, Hook Street Storage

Deputy City Clerk Zinker read Resolution No. 2018-45R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting a Conditional Use Permit to allow outside storage and parking for cars, trucks, boats, recreational vehicles, and trailers in the M-1 Industrial zoning district.

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Item No. 7 – Variance Request, Hook Street Storage

Development Services Director Henschel presented applicant's request for a variance request and a Conditional Use Permit. The applicant is requesting a Conditional Use Permit to allow outdoor storage and parking for cars, boats, trucks, trailers, and recreational vehicles in the M-1 Industrial zoning district. To develop the site as proposed, the applicant is requesting three variances. The first requested variance is to eliminate the sidewalk along Hook Street's right-of-way as required by the Land Development Code. The second variance request is for the elimination of the required landscape buffer in front of the existing building and below the Hook Street retaining wall. The last variance request is for the elimination of the continuous shrub plant materials for landscape buffers. Staff recommends approval of the requests. The Planning and Zoning Committee recommended unanimously for approval.

Joseph Zagame, Applicant, 4305 Fawn Meadows Circle, provided copies of his presentation to the Council. The request before the Council is not to develop the property nor to construct any new buildings. The scope of the work to be done on the property includes cleaning up the property, repairing the existing building, spreading gravel over the parking lot area, installing chain-link fencing and gates for security, and installing outdoor lighting. The use being requested for the subject property fits with the surrounding properties and their usage of a gas station and personal storage. The proposed landscape buffer would not be seen offsite or along the street. There is currently a guardrail, retaining wall, and chain link fence installed in the five-foot space allowance where the sidewalk is supposed to be installed. The guardrail, retaining wall, and fence were all constructed by Lake County and Florida Department of Transportation.

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

Council Member Bates inquired about the prior request for the property. City Manager Gray replied the prior request was to store and disburse mulch whereas the current request is for parking.

Council Member Bates expressed concern with the possible appearance of the proposed use. Mr. Zagame clarified the requested use is for registered vehicles only with no request for any type of storage. Mayor Ash commented the extended parking of vehicles is storage.

Council Member Bates inquired of the demand for the proposed use. Mr. Zagame replied there is a demand for the proposed use with another location already full.

Council Member Travis asked about coverage for the property. Mr. Zagame replied the other property is not covered, but there is a wall around the property as it is next to a residential area.

Council Member Goodgame inquired about water runoff. Mr. Zagame replied the material to be used will be gravel with no paving other than the entrance. City Manager Gray clarified the property would still have to go through the City's site reviews.

Mayor Ash expressed concern with potential appearance from US-27. Council Member Goodgame expressed agreement with Mayor Ash.

Council Member Brishke expressed concern with egress and ingress from US-27 and the potential traffic.

Council Member Bates inquired about the type of vehicles to be parked and stored. Mr. Zagame replied a small portion of the plot will be for personal use and the rest will be for the requested use.

Council Member Brishke expressed concern with the property being located downhill.

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Mayor Ash requested staff to provide examples of the permitted uses for the subject property. Development Services Director Henschel replied the permitted uses for the subject property are auto and truck repair garages or painting and welding body shops, offices, technical training enterprises, light manufacturing with square footage of less than 7,000 square feet, wholesale enterprises, lumber yards, building material yards, electrical and plumbing supplies, and nurseries.

Council Member Bates expressed being inclined to grant request if semi-trucks and dump trucks were not involved.

Council Member Goodgame inquired about the height of the fence helping to obstruct the view from oncoming traffic. City Manager Gray clarified the property sits at a lower height than the highway making it difficult to fully screen the view.

Council Member Travis expressed agreement with Council Member Bates.

Council Member Bates requested the removal of semi-trucks and dump trucks from the request. Mr. Zagame replied his vehicles will be parked on the subject property for his business which is not included with the Conditional Use Permit request. Development Services Director Henschel clarified the existing business does not need a permit.

Mayor Ash inquired if there will be any limitations or requirements for the existing business. City Attorney Mantzaris replied staff has already given the interpretation that Mr. Zagame is allowed to have the vehicles associated with his current business on the subject property. City Manager Gray stated the reason the request needs a Conditional Use Permit is from no manufacturing use attached to the property.

Council Member Goodgame expressed concern for prolonged storage of large vehicles and possible vehicle repair taking place. Mr. Zagame replied maintenance on the vehicles will not be allowed onsite.

Mayor Ash expressed concern for the lack of the proposed use not being screened from view.

City Attorney Mantzaris stated the permitted uses allowed for the subject property should not be considered by the Council as the request is not before the Council. If the Council does not agree with the proposed Conditional Use Permit, then the Council may vote to deny it.

Council Member Travis inquired of the current business on the subject property. Mr. Zagame stated the current business is to facilitate his construction and real estate business.

Council Member Travis stated fencing would help obstruct the view of the cars and boats parked onsite. Mr. Zagame offered to modify the Resolution to not allow semi-trucks in the leased parking area, but reserves the right to park his semi-trucks and commercial vehicles for his existing business. Council Member Bates and Council Member Travis expressed agreement with the proposed modification.

City Attorney Mantzaris stated the Council could set a timeframe within the Conditional Use Permit.

Council Member Bates moved to approve Resolution 2018-45R with the exclusion of any semi-trucks and trailers parked in the proposed leased area; seconded by Council Member Travis for discussion.

Council Member Travis inquired of the fencing requirements. Development Services Director Henschel clarified the Conditional Use Permit does require fencing for the subject property with stipulation that a chain link is not allowed.

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Council Member Brishke expressed the desire to add a time limitation to the Conditional Use Permit. City Attorney Mantzaris stated the Council could put a time limitation on the Conditional Use Permit, but the applicant would be allowed to return before Council to request an extension at the end of the time limitation.

Council Member Bates moved to approve Resolution 2018-45R with a 3-year time period excluding any semi-trucks and trailers in the proposed light gray area as well as take out sidewalk area; seconded by Council Member Travis. The motion dies 3 to 2 with Council Member Brishke, Council Member Goodgame, and Mayor Ash voting nay.

Council Member Bates offered changing the time period limitation.

Council Member Goodgame expressed concern with the view from US-27. City Manager Gray clarified the applicant would have to put up a 20 to 30 foot wall due to the elevation of the subject property.

City Attorney Mantzaris stated unless Council mends the motion or the request undergoes a significant change, the applicant cannot return to Council for one year.

Council Member Bates moved to deny Resolution 2018-45R without prejudice and waive the one-year time requirement; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 8 – Ordinance No. 2018-36, *Introduction, Olympus Sports and Entertainment*

Deputy City Clerk Zinker read Ordinance No. 2018-36 aloud by title only.

An Ordinance under the Code of Ordinance 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. 2018-36; 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 7:59 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 11, 2018

The City Council met in a regular meeting on Tuesday, December 11, 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 Drew Marshall gave the invocation followed by the Pledge of Allegiance.

PRESENTATIONS

Lake Apopka Natural Gas

Monica Marlowe, Director of Marketing and Business Development for Lake Apopka Natural Gas District, presented a report on Clermont's district. Lake Apopka Natural Gas District is owned by City of Clermont, City of Apopka and City of Winter Garden and is governed by a local Board of Directors. The district has been awarded the System Operational Achievement Recognition award by the American Public Gas Association. In July 2019, Samuel Davis will become the chairperson of Lake Apopka Natural Gas District. The district currently has 3,041 customers in the City of Clermont.

FY 2018 Quarterly Budget Presentation

Finance Director Van Zile reported on the quarterly budget for the final quarter of the year. He presented highlights from October 1, 2017 to September 30, 2018. The quarterly budget report presents an overview of the City's revenues, expenditures and key department statistics for the year. The quarterly budget report is available on the City's website. Mr. Van Zile reviewed the top 10 revenues, major fund revenues, major fund expenditures, major fund surplus/deficit, departmental expenditures, and master plan expenditures.

City Manager Gray commended Finance Director Van Zile.

Council Member Travis asked if the City received awarded grant funds. City Manager Gray stated the grants have been awarded and will be coming in the first half of this fiscal year. Finance Director Van Zile clarified there is approximately \$3,000,000 in grants the City is expected to receive.

PUBLIC COMMENTS

Cuqui Whitehead, 700 Hook Street, congratulated the City of Clermont and commended staff on the Light Up Clermont event.

Bob Yarnall, 1375 Misty Glen Lane, thanked code enforcement for doing an excellent job at the Special Magistrate Hearing for Legends.

Rebecca Casey, 1916 Nature Cove Lane, expressed support regarding backyard chickens. City Manager Gray stated the Council discussed the matter at a previous workshop.

Council Member Bates stated the prior consensus of the Council was not to move forward with the matter and as a result is not in favor of revisiting the topic.

Council Member Travis stated the Conditional Use Permit process is a process which can be used for the matter.

Mayor Ash suggested creating a hardship application for the Conditional Use Permit process. City Manager Gray stated he would look into the idea and bring it back to Council.

Linda Bibi, 431 W. Minnehaha Avenue, expressed support for backyard chickens.

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Richard Bauer, 1789 Bella Lago Drive, requested a no jay breaking sign for semi-trucks on US-27. City Manager Gray clarified US 27 is a federal road which the City has no jurisdiction over. However, the Council could send a letter to the State requesting permission to place signs. Mr. Bauer also requested help with obtaining additional street lights at the entrance of Bella Lago.

Charlene Forth, 939 W. Desoto Street, expressed concern with the lack of barricades for 10th Street and West Desoto Street during City events. City Manager Gray stated he will meet with Mrs. Forth, but Council will have to approve the street closures.

Amanda Nethero, Director of Marketing and Programs for the South Lake Chamber of Commerce, congratulated and thanked the Council for the Light Up Clermont event.

REPORTS

City Manager Gray stated agenda Item 8, 9 and 10 will be postponed to January 22, 2019.

Item No. 8 – Ordinance No. 2018-35, *Final, Olympus Annexation*

City Clerk Howe read Ordinance No. 2018-35 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, providing for the annexation of a certain parcel of land in accordance with the Interlocal Service Boundary Agreement dated December 2, 2014; providing for an effective date severability, recording, and publication.

Council Member Goodgame moved to table Ordinance No. 2018-35 to January 22, 2019; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 9 – Ordinance No. 2018-34, *Final, Olympus CPA – Large Scale*

City Clerk Howe read Ordinance No. 2018-34 aloud by title only.

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

Council Member Goodgame moved to table Ordinance No. 2018-34 to January 22, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

City of Clermont
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December 11, 2018

Item No. 10 – Ordinance No. 2018-36, Final, Olympus PUD Rezoning

City Clerk Howe read Ordinance No. 2018-36 aloud by title only.

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

Council Member Goodgame moved to table Ordinance No. 2018-36 to January 22, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

City Manager Gray reported on the Light Up Clermont event. There will not be a Council workshop on December 18, 2018 and no second Council meeting in December. All of the City's offices will be closed on December 24, December 25 and January 1. The Youth Council meeting will take place tomorrow at City Hall.

City Attorney Mantzaris – No report.

Council Member Bates thanked staff for their preparations for Light Up Clermont and suggested to have a Youth Council float in the Christmas parade next year.

Council Member Goodgame – No report.

Council Member Brishke reported attending Light Up Clermont on Friday, November 30, 2018 and Saturday, December 1, 2018. On December 6, 2018, she attended the Breakfast of Champions with City staff.

Council Member Travis reported attending Light Up Clermont and thanked the Police staff. Last week she missed the Breakfast of Champions as she was out of town. Tomorrow she will be riding with the Fire Department.

Mayor Ash reported on November 29, she attended the opening of Jimmy Crawford's law firm in downtown. On November 30, 2018, she attended the Light Up Clermont event and turned on the lights to the Christmas tree. On December 1, 2018, she attended the parade for Light Up Clermont. That night, she was at the Performing Arts Center for Lessons in Carols with Chief Broadway. On December 6, she attended the bi-annual Employee Recognition Breakfast.

CONSENT AGENDA

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

Item No. 1 – Surplus Request

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

Item No. 2 – Bid Award

Consider approval of bid award to Robertson Industries, Inc. to provide resurfacing of the Champion Splash pad in the budgeted amount of \$72,177.65

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- Item No. 3 – Bid Award** Consider bid award to William Medley Construction, Inc. d/b/a Medley Sports Construction to provide renovation of Lake Felter Park in the budgeted amount of \$99,400.
- Item No. 4 – Scope of Services** Consider professional engineering services for Phase 2 of the Downtown Waterfront District Project with BESH Engineering, Inc., in the budgeted amount of \$142,410.00
- Item No. 5 – Police and Fire Pension Board Appointments** Consider appointing Jason Sayre as the Fifth Member to the Police Officers Pension Board and Ryan Moore as the Fifth Member to the Firefighters Pension Board.
- Item No. 6 – Resolution No. 2018-54R** Consider authorizing the City Council to create a Parks and Recreation Advisory Committee.
- Item No. 7 – Resolution No. 2018-55R** Consider resolution to amend the FY 2019 Budget.

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

NEW BUSINESS

Item No. 11 – Variance Request

Development Services Director Henschel presented the applicant's variance request for a rear yard setback of 20 feet instead of 25 feet for the subject property located at 1747 Presidio Drive. The applicant is requesting a five-foot variance to allow encroachment into the required 25 foot rear yard setback for construction of a 12 by 35 foot screened porch addition with a solid roof to the existing single family home. The applicant has received approval from the Sierra Vista Homeowners Association Architectural Board, with the conditions that all permit and building codes are met before construction. Staff recommends approval of the variance request.

Bisnauth Harnandan, 1747 Presidio Drive, Applicant, was present and available for any questions.

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

City Manager Gray stated the part of the porch which goes into the five-foot encroachment is the roof. Development Services Director Henschel stated there were no letters of opposition received.

Council Member Bates moved to approve the variance request; seconded by Council Member Goodgame. The motion passed with all members voting aye.

Item No. 12 – Board and Outside Agency Appointments

City Manager Gray stated both of the existing members of the Community Redevelopment Agency have asked to be reappointed with no new applicants. The City did advertise the opening to the public.

Council Member Travis moved to reappoint Roman Brana and Patrick Bianchi; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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City Manager Gray stated the Planning and Zoning Committee has 4 out of their 7 seats up for reappointment. All current Board Members requested reappointment and one new request was received for appointment to the Board.

Council Member Travis moved to appoint Ebo Entsuh in place of Carol Thayer; seconded by Council Member Bates. The motion passed with all members present voting aye.

Council Member Bates moved to reappoint Max Kryzminski, Herb Smith, and Cuqui Whitehead; seconded by Council Member Travis. The motion passed with all members present voting aye.

City Manager Gray stated Mark Vitek of the Police Pension Board asked for reappointment. Mark Vitek previously took over Les Booker's unexpired term and now would like to serve for a full term.

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

City Manager Gray stated some of the outside agencies also needed appointments.

Council Member Goodgame requested to be removed as the primary position for the Metropolitan Planning Organization Governing Board and instead be placed as the alternate.

Council Member Goodgame recommended Council Member Travis for the primary position of the Metropolitan Planning Organization Governing Board. Council Member Travis expressed agreement with Council Member Goodgame.

City Manager Gray recommended to appoint Arts and Events Manager, Chris Dudeck, to take over Council Member Brishke's spot on the Lake County Arts and Cultural Alliance due to the date and times of the meetings.

Council Member Brishke moved to appoint Chris Dudeck to the Lake County Arts and Cultural Alliance; seconded by Council Member Travis. The motion passed with all members present voting aye.

City Manager Gray suggested naming Council Member Goodgame as the alternate for the Tourism Development Council. Council Member Goodgame expressed agreement with City Manager Gray.

City Manager Gray stated Mayor Ash's term for the Lake Apopka Natural Gas Board is expiring this January, 2019 and would need to be reappointed to continue to serve on the Board.

Council Member Goodgame moved to reappoint Mayor Ash to the Lake Apopka Natural Gas Board; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 13 – Resolution No. 2018-56R, *Clermont Charter Review Committee*

City Clerk Howe read Resolution No. 2018-56R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, creating a Special Committee to review the City Charter and to be known as the Clermont Charter Review Committee; providing for the membership of the committee; appointment by the City Council and duties; providing for sunset of the committee and providing an effective date.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 11, 2018

City Manager Gray requested each Council Member to select one person to appoint in order to have a total of five members serve on the Charter Review Committee which will be led by the City Attorney and the City Manager. The Committee would review the charter and recommend any changes to the City Council. Any changes recommended and approved by the Council will have to be on a ballot for a vote. The recommendation is to meet with the committee in January, February and March then to present to Council in April with revisions and approvals received by Council by the end of May. The Supervisor of Elections requires all of the information by August for the General Election.

City Attorney Mantzaris stated an Ordinance will have to be drafted containing the language for the ballot. In the past, the City has done one Ordinance containing different changes to the Charter with each change being a separate item on the ballot. However, it is not recommended to have too many changes to the Charter on one ballot as it may cause confusion. The suggestion is to allow the committee to look at the entire charter with the Council also reviewing the charter in their own time in order to provide any suggested areas for revision to the committee.

City Manager Gray stated he will review the charter with Council for them to identify the areas to share with the committee.

Council Member Bates recommended Ray SanFratello, former President of South Lake Chamber of Commerce.

Council Member Goodgame recommended Jim Purvis.

Mayor Ash recommended Cuqui Whitehead.

Council Member Brishke recommended Larry Lennon.

Council Member Travis recommended Stan Melnick.

Council Member Bates moved to approve the stated names for the Charter Review Committee; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Council Member Bates moved to approve Resolution 2018-56R; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 14 – Fire Station No. 2

Assistant City Manager Kinzler provided a report on Fire Station 102 on Hartwood Marsh Road which was constructed in 2002. The station was designed to house two pieces of apparatus and two firefighters. A history of the fire station and a list of the challenges of the station was reviewed along with the next steps going forward.

City Manager Gray stated Fire Station No. 2 needs to be moved up on the five-year plan and the matter will be discussed at a future workshop.

Council Member Travis inquired about the Olympus project. City Manager Gray stated there will be another fire station for Olympus which could be a joint station with the County.

Lee Shirah, 800 N. Highland Avenue, owner of the Hammock Ridge Apartments, expressed concern for possible traffic impacts and suggested working with Department of Transportation for a traffic light in order to move the Fire Department to the Arts and Recreation Center.

Council Member Goodgame expressed support for a traffic signal by the Performing Arts Center.

City of Clermont
MINUTES
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December 11, 2018

Damien Santana, 9202 Bay Point Drive, President of Vista Clinical Diagnostics, stated he owns the 20-acre property directly in front of Kings Ridge and expressed support for the location to be used for a fire department.

CLOSED SESSION

Private pending litigation session with the City Manager and the City Attorney to discuss settlement and legal expense issues related to a pending litigation matter involving the City of Clermont's approval of a Conditional Use Permit for Summit Construction Group (Citrus Tower Charter School). This meeting is authorized and not open to the public in accordance with 286.011, F.S.

Mayor Ash read aloud the following closed session statement:

At this time the City Council meeting will be in recess for the Council to conduct a private pending litigation session as requested by the City Attorney and as authorized by section 286.011, Florida Statutes. The session is for the purpose of discussing settlement and expense strategy for pending litigation involving the appeal of the City's approval of a Conditional Use Permit for Summit Construction Management Group. The City Council, the City Manager, the City Attorney, and the City's litigation legal counsel handling the matter will attend the session. A court reporter will be present at the session and a transcript will be available after the conclusion of the litigation. The meeting will last approximately 30 minutes and the council meeting will resume thereafter at 8:30p.m.

Mayor Ash recessed the meeting at 7:59pm. Mayor Ash reconvened the meeting at 8:31pm

Attorney Mantzaris stated the Council discussed the petition involving Danielle Marie Page in relation to the charter school's Conditional Use Permit approved at the meeting in October and requested Council's approval to prepare a response to the petition.

Council Member Brishke moved to authorize Attorney Mantzaris to file a response; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 15 – Ordinance No. 2019-01, *Introduction, Lakeview Preserve*

City Clerk Howe read Ordinance No. 2019-01 aloud by title only.

An Ordinance under the Code of Ordinance 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. 2019-01; seconded by Council Member Goodgame. The motion passed with all members voting aye.

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
December 11, 2018

ADJOURN: With no further comments, this meeting adjourned at 8:33pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

**AGENDA ITEM**

Meeting Date	
Tuesday, January 22, 2019	
Agenda Item Name	
Surplus Request	
Requested Action	
Recommend to approve and declare end of life inventory as surplus from Public Works, Parks and Recreation Department, Police Department and Environmental Services Department and dispose of in accordance with the Purchasing Policy.	
Staff Report	
The Purchasing Department, on behalf of Public Works Department, Parks and Recreation Department, Police Department and Environmental Services Department recommends approval of the above action. The following inventory have reached their end of life service and approval to surplus these items is being requested. Police Department Qty: Property Description (1) 2007 Ford Ford Crown Victoria Vehicle No. 2154 – 113,248 miles (1) 2011 Dodge Charger Vehicle No. 2177 – 154,565 miles (1) 2012 Dodge Charger Vehicle No. 2183 – 128,039 miles (1) 2008 Ford Ford Crown Victoria Vehicle No. 2163 – 119,284 miles (1) 2006 Ford Ford Crown Victoria Vehicle No. 2148 – 138,334 miles Vehicles 2177, 2183, 2163, and 2148 are being donated to the Jackson County School Board Police Department. Parks and Recreation Department Qty: Property Description (24) Office Chairs Public Works Department Qty: Property Description (3) Backpack Blower (1) Backpack Sprayer (1) Pole Edger (4) Hedge Trimmer (1) Edger (2) Pole Saw Environmental Services Department Qty: Property Description	

- (1) Seminole street well
- (1) Maxon SP310 radios
- (1) Motorola communications console
- (1) Maintowoc ice machine
- (1) HP color printer
- (1) Phone system
- (1) Packer
- (1) Glass crusher
- (2) Sunset Hilifts with diverter
- (3) Global search eye sensors
- (1) Global sensor system
- (1) Rotator west orange
- (8) 25 Watt mobile radios
- (1) Maxon SM2150 radio & antenna
- (1) Communication center console

Salvageable surplus property will be sold through GovDeals.com, an electronic auction website for government property. Non-salvageable property will be disposed of appropriately.

Additional Analysis

Fiscal Impact Summary

Surplus property is anticipated to be sold for approximately \$1,500.

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Parks and Recreation - Property Disposal	Parks and Recreation - Property Disposal.pdf
2.	Police Department - Property Disposal	Police Department - Property Disposal.pdf
3.	Public Works - Property Disposal	Public Works - Property Disposal.pdf
4.	Environmental Services - Property Disposal	Environmental Services - Property Disposal.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/ARC Property Tag #: _____
Contact Person: Suzanne O'Shea Phone: 352 708-5998
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Four office chairs

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** No longer needed -

Director Signature: 

Date: 12/6/18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: P&R/EVENTS

Property Tag #: _____

Contact Person: Alicia Cardarelli

Phone: 3527085975

Year / Make / Model: _____

Vehicle No. _____

Miles / Hours: _____

Serial / VIN: _____

Description of Property Broken chairs from the Clermont City Center (QTY ~~12~~ 20 FS)

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: _____

Date: 1/8/19

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10313
Contact Person: Sgt. Daniel Moser Phone: 352-536-8420
Year / Make / Model: 2007 FORD CROWN VICTORIA Vehicle No. 2154
Miles / Hours: 113248 Serial / VIN: 2FAFP71W47X134951
Description of Property POLICE PATROL VEHICLE

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: [Signature]

Date: 12-17-18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: NO TAG PRESENT
Contact Person: Sgt. Daniel Moser Phone: 352-536-8420
Year / Make / Model: 2011 DODGE CHARGER Vehicle No. 2177
Miles / Hours: 154565 Serial / VIN: 2B3CL1CG5BH550636
Description of Property POLICE PATROL VEHICLE

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: [Signature]

Date: 12.17.18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

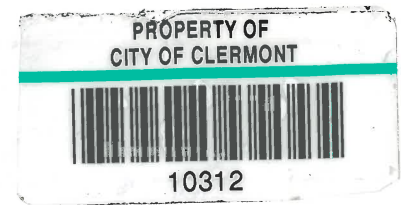
Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: 10312
Contact Person: Sgt. Daniel Moser Phone: 352-536-8420
Year / Make / Model: 2012 DODGE CHARGER Vehicle No. 2183
Miles / Hours: 128039 Serial / VIN: 2C3CDXAG4CH200163
Description of Property: POLICE PATROL VEHICLE

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** _____

Director Signature: [Signature]

Date: 12-17-18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____





PROPERTY DISPOSAL FORM

Dept. / Division: POLICE Property Tag #: NO TAG PRESENT
Contact Person: Sgt. Daniel Moser Phone: 352-536-8420
Year / Make / Model: 2006 FORD CROWN VICTORIA Vehicle No. 2148
Miles / Hours: 138334 Serial / VIN: 2FAFP71WX6X138310
Description of Property: POLICE PATROL VEHICLE

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:**

Director Signature: 

Date: 12-17-18

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



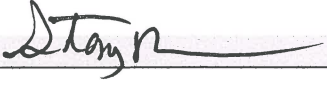
PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 001216
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: STIHL BR600 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 284589986
Description of Property backpack blower.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** casing by straps cracked

Director Signature: 

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: missing
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: STIHL H2100K Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 292455739
Description of Property hedge trimmer.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** muffler broken off and melting casing

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1308
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: STIHL BR430 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 299065666
Description of Property Backpack Blower BR430 STIHL

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** string will not retract and continuously breaks

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 1267
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: STIHL SG20 Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Backpack Sprayer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Hole in top of sprayer

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: N/A
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: N/A
Description of Property Pole edger

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** Leaks fuel

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 00828
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 251353921
Description of Property hedge trimmer.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** Leaks from carburetor

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001017
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property edger.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** makes grinding noise

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001029
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property backpack blower.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** would not start. pull string would not retract

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001172
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property hedge trimmer.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** leaks from carburetor

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUNDS Property Tag #: 001204
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property pole saw.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** no chain on bar, has no gas cap, bar oil leaks down shaft

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: 001278
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property pole saw.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.

☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).

☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.

☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.

☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.

☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.

☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).

☐ **OTHER:** leaks from chain oil

Director Signature: 

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: PW / GROUND Property Tag #: missing
Contact Person: Dusty Pacheco Phone: 352-516-2399
Year / Make / Model: Stihl Vehicle No. _____
Miles / Hours: _____ Serial / VIN: 10542-324 by handle
Description of Property trimmer.

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☒ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☐ **OTHER:** makes grinding noise

Director Signature: [Signature]

Date: Jan 7, 2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / WATER Property Tag #: 5393, 5394, 5396, 541
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: _____ Vehicle No. _____
Miles / Hours: _____ Serial / VIN: _____
Description of Property Seminole Street Well

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Well was filled in and sealed - no longer in use as of 12/2015

Director Signature: [Signature]

Date: 12/26/2018

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council: _____

Agenda Item: _____

Method of Disposal: _____

Date Disposed: _____

Purchasing Director: _____

Date: _____

Munis Asset Number: _____



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SEWER Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Maxon SP310 Radios

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
- ☐ **OBSOLETE:** Refers to any item, material and software, which is of no use to the City or has expired its useful life.
- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: 

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Motorola Communication Console

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: [Signature]

Date: 1/10/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SEWER Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Maintowoc Ice Machine

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: [Signature]

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property HP Color printer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: 

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Phone System

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: 

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Packer

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
- ☐ **NON-REPAIRABLE:** A piece of equipment that is not repairable or not cost effective to repair.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: [Signature]

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Glass Crusher

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: [Signature]

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Sunset Hilifts with Diverter - 2

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: 

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Global Search Eye Sensors - 3

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: 

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS./SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Rotator West Orange

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: 

Date: 1/11/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



PROPERTY DISPOSAL FORM

Dept. / Division: ENV. SVCS. / SANITATION Property Tag #:
Contact Person: Heather Wooding Phone: 352-241-0178
Year / Make / Model: Vehicle No.
Miles / Hours: Serial / VIN:
Description of Property Communication Center Console

☐ See attached form with multiple items listed. All items must include above information.

*****MUST CHECK ACTION BELOW (One Action Per Form)*****

- ☐ **CANNIBALIZED:** The equipment is in non-repairable condition but components parts of the equipment may be used to repair or replace parts on other pieces of equipment.
- ☐ **LOST / STOLEN:** Accidental loss or damage - disposition is unknown (Police report must be attached to this form).
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- ☐ **SCRAP:** Any metallic material that can be dissolved to produce new metals.
- ☐ **ABANDONED:** Property which has been left behind by owner or unclaimed and recovered by the Police Department (abandoned property does not require City Council approval).
- ☒ **OTHER:** Requested by Bibi to be submitted to remove from property list - item is not on site

Director Signature: [Signature]

Date: 1/10/2019

*****This form must be sent to the Purchasing Department to dispose of property*****

Date Approved by City Council:

Agenda Item:

Method of Disposal:

Date Disposed:

Purchasing Director:

Date:

Munis Asset Number:



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 22, 2019		
Agenda Item Name		
Scope of Services		
Requested Action		
Recommend for approval of professional electrical, landscape and irrigation design services for Phase 2 of the Downtown Waterfront District Project with BESH Engineering, Inc., in the budgeted amount of \$57,847.		
Staff Report		
In 2015 the Clermont City Council approved a master plan that will serve as the blueprint for the city—especially the downtown-waterfront district—for the next 5, 10 and 20 years. Phase 1 of the Downtown Waterfront District Project includes improvements of West Ave and Osceola St. Phase 1 Construction will begin in 2019. Phase 2 of the Downtown Waterfront District Project consist of portions of Minneola Ave and 8th. (Between 7th and West Ave). The proposed improvements include Streetscape, Landscaping, upgrades for event lighting and music, banners and beautification. At the same time, the remaining portion of the Legacy Loop Trail, a trail to bypass the waterfront and draw trail users into downtown, will be designed. Staff recommends approval of professional electrical, landscape and irrigation design services for Phase 2 of the Downtown Waterfront District Project with BESH Engineering, Inc., in the amount of \$57,847.		
Additional Analysis		
Fiscal Impact Summary		
The scope of services is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. BESH Proposal 12-12-18 REVISED 1-7-19 BESH Proposal 12-12-18 REVISED 1-7-19.pdf		

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT
FOR
CLERMONT DOWNTOWN STREETScape, PHASE 2
CLERMONT, FLORIDA, LAKE COUNTY

Engineer:

Duane K. Booth, P.E., Principal
902 N. Sinclair Avenue
Tavares, Florida 32778
(352) 343-8481 - Phone
(352) 343-8495 - Fax
duanebooth@besandh.com

Client:

James Kinzler, CPM, EA
Director of Environmental Services
City of Clermont
3335 Hancock Road
Clermont, Florida 34744
(352) 241-0178 - Phone
(352) 241-0542 - Fax
jkinzler@clermontfl.org

CIVIL ENGINEERING SERVICES PROPOSAL/AGREEMENT

SCOPE OF WORK

Booth, Ern, Straughan & Hiott, Inc. (BESH) is pleased to submit this proposal to the City of Clermont (City) for Landscape and Irrigation and Electrical Services for the City of Clermont Downtown Streetscape Project, Phase 2. This proposal is for design of improvements on 8th Street from Montrose Street north to Osceola Street and W. Minneola Avenue from West Street east to 7th Street associated with "Meet us in the Middle Plaza".

SCOPE OF WORK

TASK 001 LANDSCAPE AND IRRIGATION (MICHAEL PAPE & ASSOCIATES, P.A.)

A. DESIGN SERVICES

1. MPA will work with the team to review base/survey data and field conditions, and to evaluate the opportunities and constraints for the planting areas generally described during our meeting, and as generally shown by GAI's design parameters. This step is expected to include on-going coordination and up to three meetings with the Design Team and City Staff regarding programming and design development.
2. MPA has included time for onsite review and evaluation of the specific conditions, viability, and importance of all existing trees within or near the ROW that may be affected by the project, and make recommendations accordingly for their removal or preservation.
3. MPA will coordinate with City Staff and the Design Team regarding irrigation supply options and preferences that may affect the preliminary design approach (MPA will depend on the City to provide as-built data for existing water supply and irrigation, to the extent that it affects design of the project. This task will result in the determination of the POC(s) for the system, and MPA will develop the initial routing of the irrigation mainline(s) in order to provide BESH with sleeving locations for inclusion in the utility plans.
4. MPA will assist BESH and the Design Team in respect to hardscape layout and area development design issues for the final design.
5. MPA will coordinate with others performing lighting design to avoid/resolve possible conflicts with street lights and tree placement.
6. Based on the approved overall preliminary project hardscape/landscape areas, MPA will prepare a preliminary landscape plan to establish consensus for the planting palette and design approach; an initial opinion of probable cost will be included.

7. Based on the understanding that the site street furnishings have been selected and approved by the City, MPA will assist BESH with the placement of the street furnishings to be included in the final plans, as required.
8. Subject to preliminary design approval, MPA will develop the final landscape design and prepare construction drawings.
9. Based on the final landscape design, MPA will design the irrigation system and prepare construction drawings.
10. MPA will prepare specifications and other bid documents as specifically required for landscaping and irrigation, along with a final opinion of probable cost.
11. MPA has included time for two key personnel to attend up to three design phase meetings with BESH, the City of Clermont, and other project participants. (A total of 24 personnel hours is allotted for this task.)
12. Time has been allotted by MPA for the project administration as a necessary component for a project of this magnitude, duration, and complexity.

B. CONSTRUCTION ADMINISTRATION SERVICES

Our experience with streetscape projects has proven the extent and importance of CA services, and the fact that CA tasks and time typically do not vary greatly per the construction budget for work within our purview. Per Rob's suggestion, we can anticipate a 6-month construction period for this project, which will likely entail bi-weekly meetings. Besides such routinely scheduled meetings, we know that significant time will be required for other standard CA tasks, including:

1. Bid coordination for landscaping and irrigation, including participation in a Pre-Bid Conference, review and coordination on RFIs during bidding, and bid evaluation.
2. Contract administration including review and approval of submittals, nursery visits to approve plant sources, intermediate and final job inspections, punchlist preparation, certification for payment, and review of as-built plans and close-out documents submitted by the contractor.

DESIGN FEE: \$30,415.00
CONSTRUCTION ADMINISTRATION FEE: \$9,632.00

TASK 002 ELECTRICAL ENGINEERING (ELECTRIC SERVICES, INC.)

SCOPE OF WORK

1. A streetscape design of multiple street sections of roadway. West Minneola Avenue from West Avenue to 8th Street; West Minneola Avenue, south half only from 8th

Street to 7th Street; and 8th Street full street improvements from West Osceola Ave. to West Montrose Street. Project is to be designed for construction within the City of Clermont, Florida

2. Construction documents are required for Owner review, permit application and competitive bidding.

SCOPE OF SERVICES

1. Site investigation and documentation of existing conditions.
2. Power systems design including new rack mounted service locations and distribution systems.
3. Roadway lighting design and circuitry.
4. Electric device layout, in-grade vendor power supplies, circuitry and controls.
5. Required fault current calculations as coordinated with electric utility.
6. Coordination with local electric utility for new service and pole locations.
7. Bid period services including interpretation of the construction documents, response to contractor questions and the issuing of clarifications to the construction documents.
8. Construction period services including review of contractor submittals, response to contractor request for information and up to five periodic site visits during construction for the review of the contractor's general compliance with the construction documents.

OTHER EXPENSES

1. Expenses for Client requested plotting, printing; shipping and delivery will be considered reimbursable and billed at cost. Plots/prints will be billed at \$2.00 per 24x36 bond.
2. For additional services as defined below, the client may request a lump sum fee proposal or authorize the work to proceed with compensation based on the actual hours required billed at the Engineer's current published hourly rates.

OPTIONAL ADDITIONAL SERVICES

1. Additional meetings at the Client's office during design or meetings with the authority having jurisdiction for expediting the permitting process.
2. Emergency power systems design including generator or uninterruptible power systems.
3. Preparation of an electrical overcurrent protective device coordination study.
4. Telecommunication systems design including wiring, terminations, hubs and utility service coordination.
5. Audio system design.
6. Incorporation of contractor as-built or record drawing markups into the construction documents either for record drawings or for resubmission to the authority having jurisdiction.
7. Profile drawings.
8. Value engineering or cost reduction analysis and drawing modifications.

PROJECT: Clermont Downtown Streetscape, Phase 2, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: January 7, 2019

LIMITATIONS AND EXCLUSIONS

1. Design phase is limited to four or less design review meeting at the client's office.
2. In general, a minimum of twenty working days is required for the completion of the Engineer's construction documents after the completion of the site design documents by the Client.
3. Changes that impact the electrical design after substantial may result in additional fees.
4. Work outside of the proposed roadway is not included with the exception of electrical service to the equipment.
5. Structural analysis or design to accommodate mechanical and electrical revisions and the requirements for permit will need to be provided by others and is not included.
6. If changes that affect the mechanical and electrical design occur within five working days of the intended submission, extension of the submission date will be required.
7. Modifications to the drawings after the permit application to accommodate changes or additions will need to be considered additional services.

ITEMS TO BE FURNISHED BY THE CLIENT

1. Electronic background files in AutoCAD or DXF format.
2. Designate a single point of contact for each project with the authority to transmit instruction, receive information, interpret and define policy and make decisions with respect to materials, systems and equipment relative to the consultant's services.

DESIGN FEE: \$14,300.00
CONSTRUCTION ADMINISTRATION FEE: \$3,500.00

PROJECT: Clermont Downtown Streetscape, Phase 2, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: January 7, 2019

**HOURLY RATE SCHEDULE
(2018)**

Professional Services shall be charged at the following rate schedule:

ENGINEERING

PROFESSIONAL ENGINEER (PRINCIPAL)	\$175.00/HOUR
PROFESSIONAL ENGINEER	\$145.00/HOUR
PROJECT ENGINEER	\$115.00/HOUR
ENGINEER TECHNICIAN I	\$105.00/HOUR
ENGINEER TECHNICIAN II	\$80.00/HOUR
BUILDING INSPECTOR	\$70.00/HOUR
CONSTRUCTION ENGINEER	\$90.00/HOUR
EXPERT TESTIMONY PROFESSIONAL ENGINEER	\$300.00/HOUR

SURVEYING

PROFESSIONAL SURVEYOR (PRINCIPAL)	\$160.00/HOUR
PROFESSIONAL SURVEYOR	\$125.00/HOUR
4 MAN FIELD CREW	\$195.00/HOUR
3 MAN FIELD CREW	\$155.00/HOUR
2 MAN FIELD CREW	\$130.00/HOUR
SURVEY TECHNICIAN I	\$100.00/HOUR
SURVEY TECHNICIAN II	\$80.00/HOUR
EXPERT TESTIMONY PROFESSIONAL SURVEYOR	\$300.00/HOUR

PROJECT: Clermont Downtown Streetscape, Phase 2, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: January 7, 2019

All printing for this project shall be billed out at the following rate schedule, plus sales tax:
(Outside Copying Services will be billed at cost)

Engineering Bond Copies

Black & White

11 x 17.....\$1.25
24 x 36.....\$2.50

Color Copies

11 x 17.....\$2.00
24 x 36.....\$6.00

Black & White Copies

8 ½ x 11.....\$0.10
8 ½ x 14.....\$0.10
11 x 17.....\$0.20

Color Copies

8 ½ x 11.....\$0.25
8 ½ x 14.....\$0.25
11 x 17.....\$0.45

Other Printing Services

24 x 36 Mylar.....\$12.00
24 x 36 Photo Paper, Color..... \$36.00
24 x 36 Foam Board.....\$30.00

Other Services

Fax/Scan.....\$0.05/Page
Postage (Fed-Ex, Certified Mail, Etc)...@ cost
Concrete Monuments..... \$11.00
Rebar..... \$2.00
Mileage (T/M Projects Only)..... \$0.59

TERMS AND CONDITIONS

I. GENERAL CONDITIONS

A. AGREEMENT:

These terms and conditions are attached to and made part of the proposal for services (the "Proposal for Services") by which Booth, Ern, Straughan & Hiott, Inc. ("BESH") has agreed to perform certain professional engineering and/or surveying services for and on behalf of **City of Clermont** ("Client"). The Proposal for Services, these terms and conditions, the hourly rate schedule, and the executed authorization to proceed attached to these terms and conditions shall constitute a contract (hereinafter referred to as the "Agreement") for the provision of services by BESH to and on behalf of Client.

B. TERMINATION:

This Agreement may be terminated by either party by furnishing written notice to the other party at least thirty (30) days prior to the effective date of termination. In the event that this Agreement is terminated by either party, Client shall pay BESH for all services performed and expenses incurred through the date of termination.

C. DOCUMENTS:

ENGINEERING DOCUMENTS

All original drawings, computations, details, design calculations, and electronic media that result from engineering services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed construction plans, pdf files and AutoCad files will be issued to the Client as needed for permitting, bidding and construction. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. If payment for services is not received in accordance with Section II.(C)(Payment) of this Agreement, BESH reserves the right not to release any documents until payment is made current.

SURVEYING DOCUMENTS

All original drawings, computations, details, design calculations, field notes, and electronic media that result from surveying services performed by BESH pursuant to this Agreement are and at all times shall remain the property of BESH. Signed and sealed surveys may be obtained for a period of time up to ninety (90) days after issuance of the survey, and certifications may be revised during that same period of time for a fee of \$50.00 for each revision. Upon payment in full for services completed, and within the same period of ninety (90) days, Client, at Client's expense, may obtain copies of any documents or reproducible copies of drawings. In doing so, Client agrees that no additions, deletions, changes or revisions shall be made to any of said documents without the express written approval of BESH. After ninety (90) days and within one hundred eighty (180) days following issuance of the survey, BESH will revise certifications and will visually inspect the subject property for the purpose of reissuing a signed and sealed survey, charging its then-current hourly rates for performing said services and reissuing the survey.

D. FEE RENEGOTIATION:

The Proposal for Services describes the specific services to be performed and tasks to be undertaken by BESH for and on behalf of Client, and states the fee (the contract price) for each service and task. Except as otherwise provided in this Agreement, the contract prices quoted in the Proposal for Services shall remain in effect for a period of two (2) years from the date of execution of this Agreement. After the expiration of two (2) years from the date hereof, the contract prices stated in the Proposal for Services shall be renegotiated between BESH and Client with respect to all services and tasks that have not been completed by that date. The hourly rates set forth in the hourly rate schedule that is part of this Agreement shall apply to all **additional services** requested by Client outside the scope of the services and tasks described in the Proposal for Services. Said hourly rates are applicable through December 31st of the year in which this Agreement was executed, and are subject to renegotiation on January 1 of each year thereafter.

E. REGULATORY REQUIREMENTS:

The contract prices and hourly rates set forth in this Agreement have been quoted based on all federal, state and local regulations in effect as of the date that the authorization to proceed work is signed by the latter of BESH and Client. If any of said regulations change during the permitting and design phase of this project, BESH reserves the right to increase fees for services that may be affected by regulatory changes upon written notice to the Client.

F. PERMIT ACQUISITION

BESH cannot guarantee the acquisition of any or all of the permits and/or approvals that shall be required for Client's project. BESH agrees that it shall exercise its best efforts try to obtain all of the necessary permits and/or approvals. Nevertheless, Client shall be responsible for payment of all consulting fees due BESH regardless of agency/governmental actions, including without limitation the failure of one or more governmental agencies to give the necessary approval for the project.

II. COMPENSATION

A. ADDITIONAL SERVICES:

BESH shall be fully compensated by Client for all additional services performed by BESH, including, without limitation, the following:

1. Changes made at Client's request to the scope of services defined in this Agreement.
2. Revisions made necessary as a result of changes to local, state or federal governmental requirements after the date of this Agreement.
3. Redesign per Client after preliminary design has been submitted to the relevant approving agency.

Client must sign a separate authorization to proceed form (a "Change Order") for each change in scope of services requested by Client before BESH is obligated to perform the revised scope of services.

B. OUT-OF-POCKET EXPENSES:

In addition to the fee schedule set forth in the Proposal for Services and the hourly rates to be charge for all additional services performed by BESH, BESH shall be reimbursed for all out-of-pocket expenses incurred by BESH, including, without limitation: blueprints, copies, plots, aerials, express deliveries, specialized postage, overnight courier services (such as Federal Express and UPS) and travel outside of the Central Florida area (greater than 25 miles from BESH's office located in Tavares, Florida). Printing and mileage expenses are set forth on the hourly rate schedule that is part of this Agreement. All other charges shall be billed to and paid by Client based on the actual costs incurred by BESH.

C. PAYMENT:

BESH shall submit invoices to Client on a semi-monthly (twice per month) basis. On each invoice, BESH will bill for its services in accordance with the hourly rate schedule included as part of this Agreement. The invoice also will identify the task or the tasks from the Proposal for Services on which BESH performed services during the billing period. If the Proposal for Services states a lump sum dollar figure for any particular task, the lump sum amount will represent a "not to exceed" figure for the task in question, and BESH will continue to bill by the hour for its services on that task until the "not to exceed" figure has been billed in full. Thereafter, unless the scope of services to be performed by BESH pursuant to said task has been changed and the compensation to be paid to BESH has been modified pursuant to Section II.A. of these Terms and Conditions, BESH will continue to perform its services under that task without additional charges for its services until BESH has performed all work required by that task. Client shall notify BESH in writing within ten (10) days from the date of the invoice if Client has any questions about the services performed or the charges for those services as reflected on the invoice. Client waives any and all challenges to the services performed and the charges for those services not raised within said ten (10) day timeframe. All invoices shall be due and payable in full within fourteen (14) days from the date of the invoice. All unpaid balances that remain unpaid after fourteen (14) days from the date of the invoice shall be subject to interest on the unpaid balance at the rate of 1.5% per month.

All outstanding invoices shall be paid in full by Client prior to plan submittal to any permitting agency, preparation of Final Plans for building purposes, Final Recording of Record Plat, and/or Final Certification of Completion to state and local agencies. BESH shall have no obligation under this Agreement to submit or prepare any of the foregoing materials unless and until Client complies with this requirement. In addition, in the event that any balance remains unpaid for at least 45 days from the date of the invoice which included the unpaid balance, BESH shall have the right to terminate any and all further work on the project until Client has paid said balance in full.

III. MISCELLANEOUS

A. FORCE MAJEURE:

BESH shall not be liable for any delays or failure in performance due to contingencies beyond BESH's reasonable control including, without limitation, acts of God, war, fire, explosion, flood, epidemic, severe weather, earthquake, rainstorm, riots, theft, accidents, strike, work stoppage, acts or regulations of a governmental entity, shortages of vehicles, fuel, power, labor or material, delays of other companies or contractors, or any other causes

PROJECT: Clermont Downtown Streetscape, Phase 2, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: January 7, 2019

whatsoever whether similar or dissimilar to those previously enumerated. In the event of delay caused by any of the foregoing, BESH's time for performance shall be extended for such time as may be reasonably necessary to enable BESH to perform.

B. LIMITATION OF LIABILITY:

UNDER NO CIRCUMSTANCES SHALL BESH BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LIQUIDATED DAMAGES, DELAYS, LOSS OF PRODUCTIVITY, INEFFICIENCY, LOSS OF GOOD WILL, OR ANY OTHER DAMAGES WHICH ARE SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL. THE LIABILITY OF BESH TO CLIENT, FOR ANY CAUSE OR COMBINATION OF CAUSES ARISING OUT OF OR RELATED TO THIS AGREEMENT, SHALL BE LIMITED TO THE TOTAL AMOUNT OF THE COMPENSATION PAID BY CLIENT TO BESH PURSUANT TO THIS AGREEMENT.

C. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between BESH and Client and supercedes any and all prior or contemporaneous understandings, representations and agreements, oral or written. No amendment, modification or waiver hereof will be binding on BESH unless made in writing and duly executed by an authorized representative of BESH.

D. WAIVER:

The failure of BESH to enforce any provision of this Agreement or to exercise any right accruing through the default of the Client hereunder, shall not constitute a waiver of any other rights of BESH with respect to this Agreement.

E. COSTS AND ATTORNEY'S FEES:

In the event of any litigation to enforce the terms of this Agreement, BESH shall be entitled to recover court costs and reasonable attorney's fees for all proceedings, including at the trial court level, on appeal, and in connection with bankruptcy court proceedings. In the event that BESH retains the services of an attorney to collect from Client any sums due hereunder, BESH shall be entitled to recover from Client all fees and costs incurred with said attorney, whether suit is brought or not.

F. GOVERNING LAW; VENUE:

This Agreement shall be governed by and construed under the laws of the State of Florida. Venue for any proceeding based upon this Agreement shall lie exclusively in the state court of competent jurisdiction in Lake County, Florida.

G. SEVERABILITY:

If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby but rather this Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the parties shall be construed and enforced accordingly.

H. STATEMENT REGARDING DESIGN PROFESSIONALS (ABSENCE OF LIABILITY).

THIS AGREEMENT HAS BEEN ENTERED INTO BETWEEN CLIENT AND BESH. CLIENT ACKNOWLEDGES AND AGREES THAT THE INDIVIDUAL EMPLOYEES AND AGENTS OF BESH, INCLUDING WITHOUT LIMITATION THE DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH, ARE NOT PARTIES TO THIS AGREEMENT. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, THE INDIVIDUAL EMPLOYEES OR AGENTS OF BESH (INCLUDING WITHOUT LIMITATION ALL ENGINEERS, SURVEYORS, AND OTHER DESIGN PROFESSIONALS WHO ARE EMPLOYEES OR AGENTS OF BESH), SHALL NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF OR RELATED TO ANY WORK PERFORMED BY SAID EMPLOYEES OR AGENTS PURSUANT TO THIS AGREEMENT.

PROJECT: Clermont Downtown Streetscape, Phase 2, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: January 7, 2019

AUTHORIZATION TO PROCEED

**PROPOSAL FOR CIVIL ENGINEERING SERVICES
AS DESCRIBED IN THE ATTACHED PROPOSAL**

To acknowledge your agreement with the terms and conditions set forth in this Agreement (consisting of the Proposal for Services, the Terms and Conditions, the Hourly Rate Schedule and this Authorization to Proceed), and to provide Booth, Ern, Straughan & Hiott, Inc. (BESH) with Client's authorization to proceed with the work described in the Agreement, please fill out and sign the Authorization to Proceed below and return it to our office. We will schedule the work upon receipt of the executed Authorization to Proceed. The contract prices, hourly rates, and costs for printing and similar expenses set forth in this Agreement shall be valid for ninety (90) days from the date of this proposal. If this Agreement is not accepted by Client within said period of ninety (90) days, BESH reserves the right to modify any and all of the contract prices, hourly rates and cost figures set forth herein.

Retainer Amount:

\$ _____

THIS PROPOSAL/AGREEMENT ACCEPTED THIS _____ DAY OF _____, 2019.

Booth, Ern, Straughan & Hiott, Inc.

Client

Signature



Signature

By:

Duane K. Booth, P.E.

By:

Title:

Principal

Title:

PROJECT: Clermont Downtown Streetscape, Phase 2, Clermont, Florida, Lake County
CLIENT: City of Clermont
DATE: January 7, 2019

CLIENT INFORMATION FORM

To assist Booth, Ern, Straughan & Hiott, Inc., to prepare the requested proposal, please complete the information below:

PRINT NAME & TITLE: _____

COMPANY NAME: _____

BILLING ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

DATE: _____

CLIENT REPRESENTATIVE: _____

IS CLIENT THE OWNER OF THE SUBJECT PROPERTY?:

YES: _____

NO: _____

(If no, Booth, Ern, Straughan & Hiott, Inc., reserves the right to require a retainer prior to commencing services.)

Is the property accessible? If gated/locked, who shall BESH contact to gain access to the property?

NAME AND PHONE NUMBER: _____

I HEREBY CERTIFY THAT THE ABOVE INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE.

SIGNATURE: _____



AGENDA ITEM

Meeting Date		
Tuesday, January 22, 2019		
Agenda Item Name		
Special Event Request		
Requested Action		
Recommend approval for 10 events with a temporary structure for 2019.		
Staff Report		
The applicant, Jim Anderson with Stormy Hill Harley-Davidson, is requesting the Council's consideration in approving 10 open-air events with a temporary structure for the calendar year 2019 at the Harley-Davidson dealership located at 2480 S. Highway 27. The applicant has submitted a letter with the tentative dates and times for the proposed events. Section 122-348 (a)(2) of the land development code requires this kind of request to come before the Council since it is more than one permit per year. The applicant has previously received Council approval for multiple events the past two years. Prior to each event, a special event application must be submitted to the Fire Department. The Clermont Police Department has no records of complaints the past year regarding these events. Therefore, staff recommends approval of the request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Special Event Application	Stormy Hill Harley Davidson 2019 request.pdf	
2. Map	2018 Map.pdf	



CITY OF CLERMONT
Temporary Structure Permit
or Open Air Sales Permit
Application

PROJECT or BUSINESS NAME (if applicable): Stormy Hill Harley Davidson

APPLICANT & CONTACT PERSON: Jim ANDERSON

Address: 2480 S. Hwy 27

City: Clermont State: FL Zip: 34711

Phone: 352-243-7111 Fax: 352-243-7610

E-Mail: J-ANDERSON@STORMYHILLHARLEY.COM

OWNER: JANICE MALIK

Address: 2480 S. Hwy 27

City: Clermont State: FL Zip: 34711

Phone: 352-243-7111 Fax: 352-243-7610

Type of Structure & Size (tent, etc): See Attached Document

Proposed location of structure, Event or Open Air Sale (attached site plan, map, aerial, etc. as needed to demonstrate proposal): See Attached Document

Description of operation or event (attach additional information as necessary): SEE ATTACHED DOCUMENT

Date(s) for which permit is requested: See Attached Document

Hours of operation: See Attached Document

I /we, the undersigned property owner / applicant, do hereby state that I /we have ready the City of Clermont's regulations for Temporary Structure Permits and will abide by these regulations. By signing below said property owner understands that should the temporary structure not be erected and removed by the dated specified above, subsequent requests for a Temporary Structure Permit may be denied.

Jim Anderson
Applicant Name (print)

X Jim Anderson
Applicant Name (signature)

JANICE MALIK
Owner Name (print)

X Janice Malik
Owner Name (signature)

NOTE: The desired dates requested for the Temporary Structure or Event Permit must extend from the date the structure is proposed to be erected through the date the structure is proposed to be removed. Temporary Structure Permits for more than 10 days or for more than one (1) time/year, must be scheduled on the agenda and requested of the Clermont City Council, and shall be considered at a public meeting.

Approved by the City of Clermont _____ Date _____
Notes: _____



January 9, 2019

City of Clermont

RE: Special Event / Open Air Sales Permit Application

We would like the City Council to consider our request for temporary structure permits for year 2019. Our schedule for events currently in 7 with the potential of additional 3 more as we get further into planning the years activities. All of these events with the exception of Leesburg Bike Fest are 1 Day events. Our single day events run approximately 4 hours long and have between 150 and 200 people in attendance per event. Separate from our 20' X 40' tent request we will have vendors utilizing 10' X 10' pop up tents during Leesburg Bike Fest and occasionally on other single day events. These event are a vital part of our business as well as reaching out to our community.

We may have two or three additional events requiring permits for events following the same format as below and are requesting the Council grant up to 10 permits for our event schedule in 2018.

March 2nd – Pre Bike Week Kick Off. This event runs from 9am to 4 pm. 20'X40' tent, band, food and a few vendors with 10' x 10' pop up tents.

March 30th – Craft Beer Day, Micro Brew exhibits. 20' x 40' tent, band, food

April 6th – Pig Roast – 20' X 40' , potential band

April 25th – 28th Leesburg Bike Fest 9am – 6pm Thursday, Friday and Saturday, 10 am - 4pm Sunday. This event will use a 20' X 40' tent for shade and seating. Will have food vendors, band and vendors with 10' X 10' pop up tents

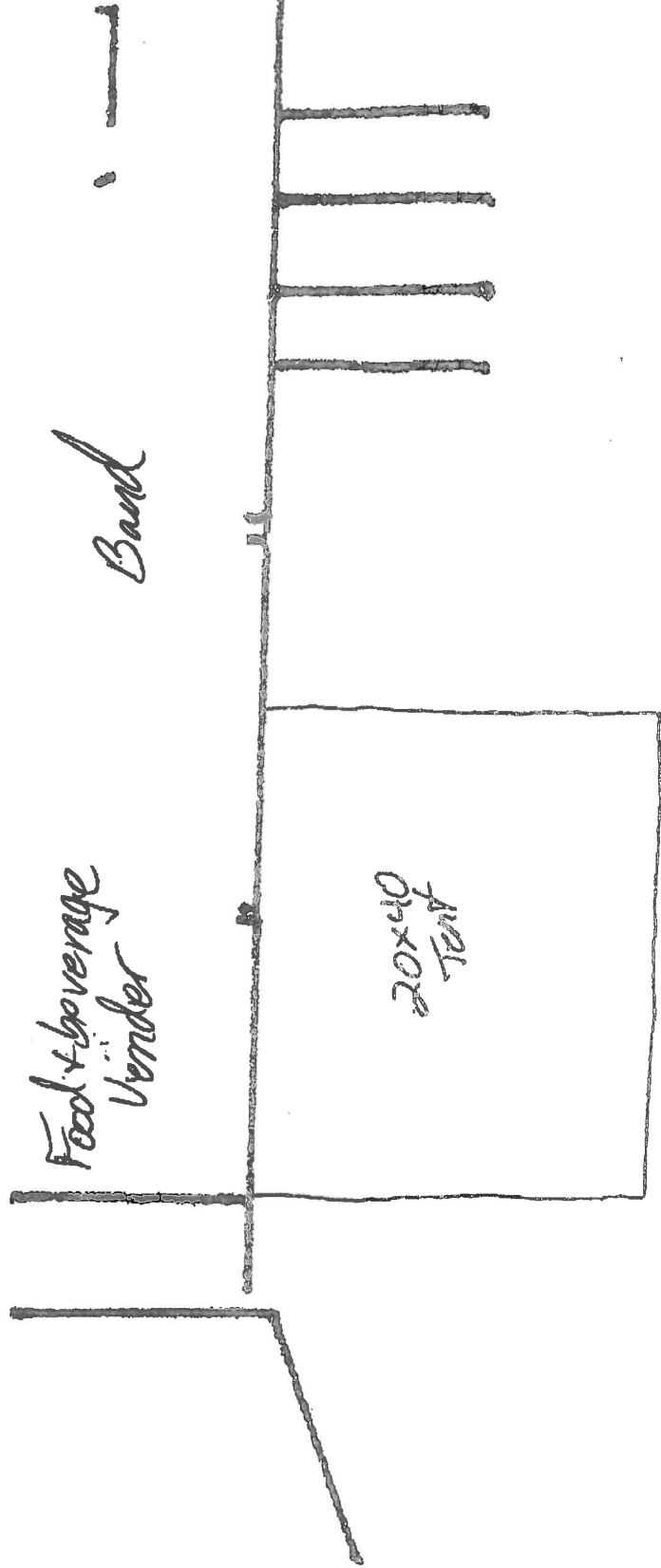
May 18th Memorial Ride – Escorted ride from Gator Harley to Stormy Hill, food, vendors and band w/ 20' X 40' tent

June 8th Anniversary Party – Food, Vendors, Band and Tent 20' X 40'

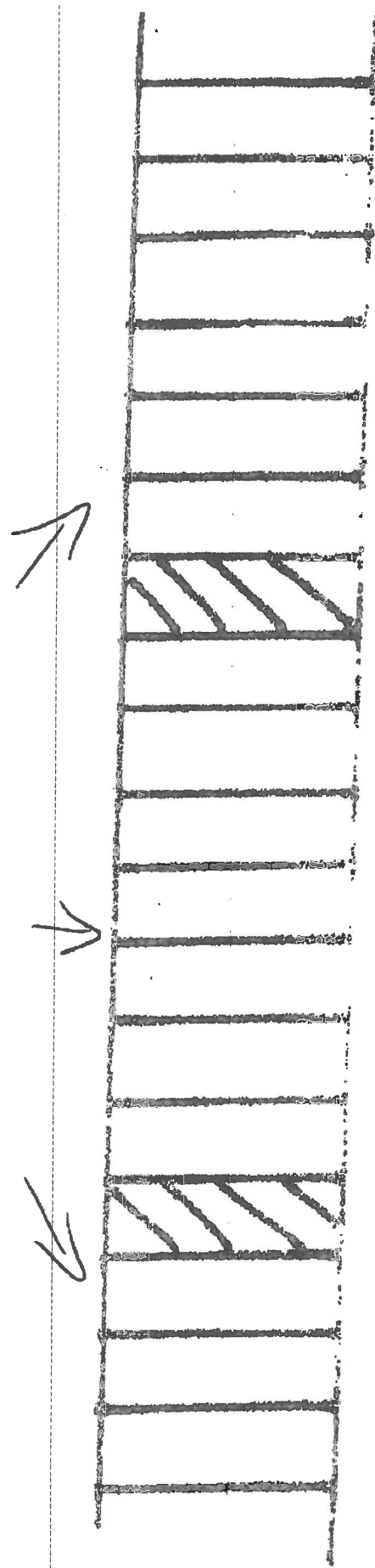
Sept. 8th – Open House – introduction of new models and EV Vehicle – Food, Band w/ 20' X 40' Tent

Thank you for your time and consideration. We look forward to a positive response.

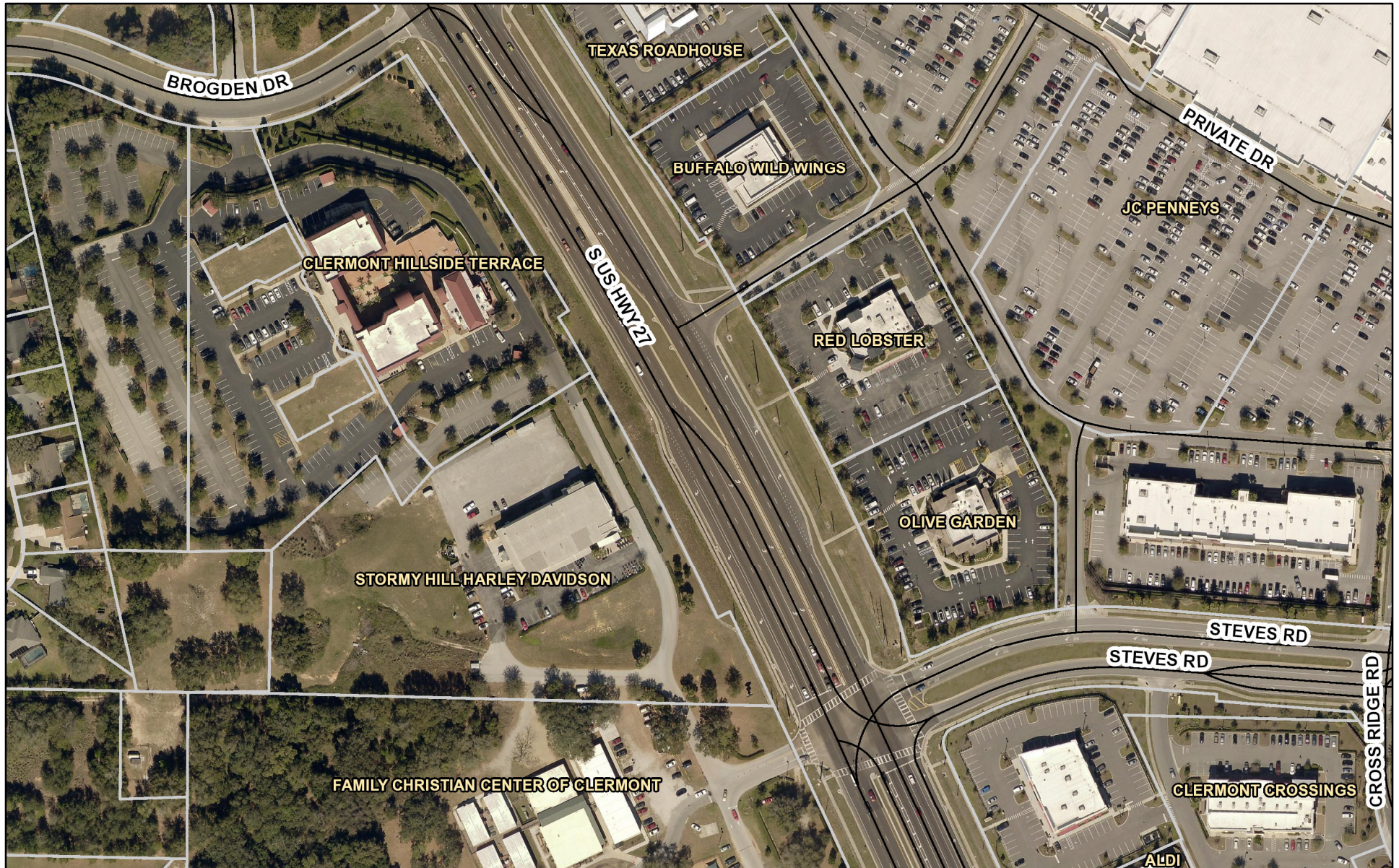

Janice Malik
Owner
Stormy Hill Harley-Davidson



10x10 Vendor locations

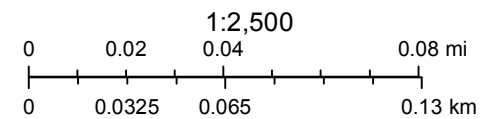


Stormy Hill Harley Davidson



January 5, 2018

- | | | | |
|---|-----------------|---|---------------|
|  | County Boundary |  | Property Name |
|  | Street Names |  | Tax Parcels |
|  | Local Streets | | |





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 22, 2019			
Agenda Item Name			
Resolution No. 2019-03R			
Requested Action			
Recommend approval of resolution allowing the City to conduct bingo games at Kehlor Park.			
Staff Report			
This resolution will permit the City of Clermont to conduct bingo games at Kehlor Park as part of the Champions For A Lifetime senior program in accordance with Section 849.0931, Florida Statutes and all other applicable laws and regulations.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Resolution 2019-03R Kehlor Bingo	2019-03R Kehlor Bingo.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-03R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AUTHORIZING THE USE OF CERTAIN CITY PROPERTY FOR THE CONDUCTING OF BINGO GAMES AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 849.0931, Florida Statutes, authorizes under specified conditions bingo games; and

WHEREAS, Section 849.0931(11)(d), Florida Statutes, provides that bingo games can only be conducted on City-owned property with an express grant of authority by adopted resolution of the City Council.

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

SECTION 1.

The City Council authorizes the use of the facilities stated in Section 2 below for the conduct of bingo games, provided that the games, sponsors and participants act in accordance with Section 849.0931, Florida Statutes and all other applicable laws and regulations. Further the games, sponsors and participants shall be subject to and comply with all established rules, regulations and policies for the use of City facilities.

SECTION 2.

City facilities authorized for the conduct of bingo:

Kehlor Park
466 W. Minneola Avenue
Clermont, FL 34711

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-03R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida this 22nd 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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, January 22, 2019		
Agenda Item Name		
Utility Service Agreement		
Requested Action		
Approval of Utility Service Agreement.		
Staff Report		
The applicant, Olympus Sports and Entertainment is requesting a Utility Service Agreement with the City of Clermont to provide for water, sewer and reuse utility services to the Olympus property. The subject site is 247.37 gross acres in size and located within the City of Clermont Utility Service Area. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) agreements with Lake County. The applicant envisions a project that incorporates residential, commercial, office sports and performance venues, open space and civic uses. At present, the property is a non-active orange grove, which has succumbed to citrus greening. Analysis The City of Clermont is the utility service provider for the subject property. The City of Clermont has envisioned this area as next generation jobs and opportunity. The City of Clermont has master planned the Wellness Way Area for utility service and has determined the City of Clermont is able to provide the requested services to the applicant. The economic objective of this area is employment. Olympus Sports and Entertainment is able to activate significant employment and economic opportunity for the City, region and state. Over 5,600 jobs in targeted sectors will be created. In their Economic and Fiscal Impact studies performed by Fishkind and Associates, Olympus Sports and Entertainment is described as a world-class destination for Olympic and professional sports training and events activating over 5,600 jobs and \$1.4 billion in taxable value. Staff Recommendation. Since the property is located within the City of Clermont Utility Service Area and the City of Clermont can provide for adequate utility services, staff recommends approval of the Utility Service Agreement. The applicant, Olympus Sports and Entertainment has pending annexation, Future Land Use Amendment and Planned Unit Development Zoning petitions before 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.	Olympus Sports and Entertainment Utlity Agreement	Olympus Utlity Agreement.10.2.18.doc
2.	Exhibit A Olympus Sports and Entertainment Utility Agreement	Exhibit A Olympus Sports and Entertainment Utility Agreement.pdf
3.	Exhibit B Olympus Sports Entertainment Utility Agreement	Exhibit B Olympus Sports Entertainment Utility Agreement.pdf

WATER, WASTEWATER & REUSE SERVICE AGREEMENT

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

WITNESSETH

Whereas, OWNER is proposing to develop _____, which is located on real property (the "Property") described on Exhibit 'A', attached hereto and by this reference made a part hereof; and

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

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

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

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

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

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

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

- 1.1 CITY shall provide water and sewer service for the Property.
- 1.2 OWNER shall connect to the existing City system at connection point or points approved by CITY.
- 1.3 The route of any off site lines shall be according to engineering plans produced by OWNER and approved by the CITY.
- 1.4 The OWNER shall construct the facilities, lines and appurtenances necessary to serve the development and provide such documentation necessary for the CITY to ascertain that the lines shall meet the minimum line size requirements as specified by the CITY Land Development Regulations. To the extent that any such facilities, lines and appurtenances constructed by OWNER shall provide an opportunity to CITY for CITY to connect additional water, sewer and/or reuse customers to CITY's existing system, the parties agree to negotiate a future agreement that would enable the OWNER to recover

a portion of the expenses from future connection or impact fees paid by any future customer connecting to the CITY's system. The agreement shall be referred to as a Pioneering Agreement and may contain such other terms related to the proposed development as the parties may agree are reasonable and necessary for the development of the project consistent with and as generally described in Section 2 below.

- 1.5 In the event the CITY chooses to oversize the lines or appurtenances, the CITY shall provide to the OWNER the specifications regarding sizes to be included in the final improvement plans.
- 1.6 The OWNER shall be responsible for the construction of all on site and off site lines and appurtenances to serve the project. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to CITY, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water, sewer and reuse extensions have been completed and accepted by the CITY.
- 1.7 The OWNER shall be responsible for all costs of on site and off site improvements, including but not limited to design, material, permitting and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the CITY to serve the Property.
- 1.8 The CITY shall be responsible for the difference in cost of materials to oversize the line if the CITY chooses to oversize based on plans and cost estimates provided by OWNER to CITY, and approved in advance by the CITY.
- 1.9 The OWNER shall provide to the CITY a cost estimate for materials for the minimum size lines and appurtenances and a cost estimate for materials for the approved oversize. Cost estimate shall be contractors bid as certified by OWNER'S project engineer. The CITY shall review and either approve or reject the costs.
- 1.10 The OWNER and CITY shall agree on the cost difference, which will be the responsibility of the CITY, prior to commencement of construction.
- 1.11 The OWNER shall be responsible for all costs including design, permitting, materials and construction of the water and sewer lines and appurtenances, both on site and off site, required to serve the Property, with reimbursement for the difference in costs as determined in Section 1.9 from the CITY in the form of Impact Fee Credits.
- 1.12 The Impact Fee Credits shall be established subject to Sections 1.9 and 1.11, and at the time of issuance of each building permit by applying the then current impact fee, which shall be deducted from the Impact Fee Credit balance until credit is used.
- 1.13 Impact Fee Credits may not be transferred outside of the Property described on Exhibit 'A' but may be assignable to any heirs, assigns or successors in interest or title to part or all of said Property.

Section 2. DEVELOPMENT STANDARDS

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

Within the City of Clermont utility boundary, the site will be developed with 530 dwelling units, 120,393 square feet of office space, 161,163 square feet of retail space, 345,283 square feet of medical office space, and 537 hotel rooms.

Section 3. ANNEXATION

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

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

Section 4. SEVERABILITY

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

Section 5. NOTICES

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

CITY

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

OWNER

Section 6. AMENDMENTS

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

Section 7. EFFECTIVE DATE

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

hereunder.

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

DATED this _____ day of _____, 200__.

CITY OF CLERMONT

ATTEST:

Gail L Ash, Mayor

Tracy Ackroyd Howe, City Clerk

OWNER

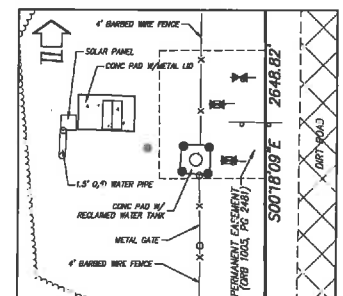
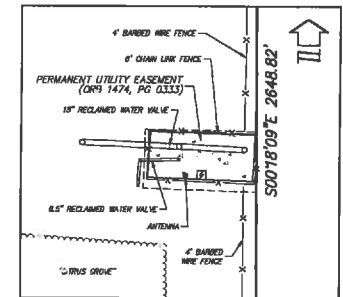
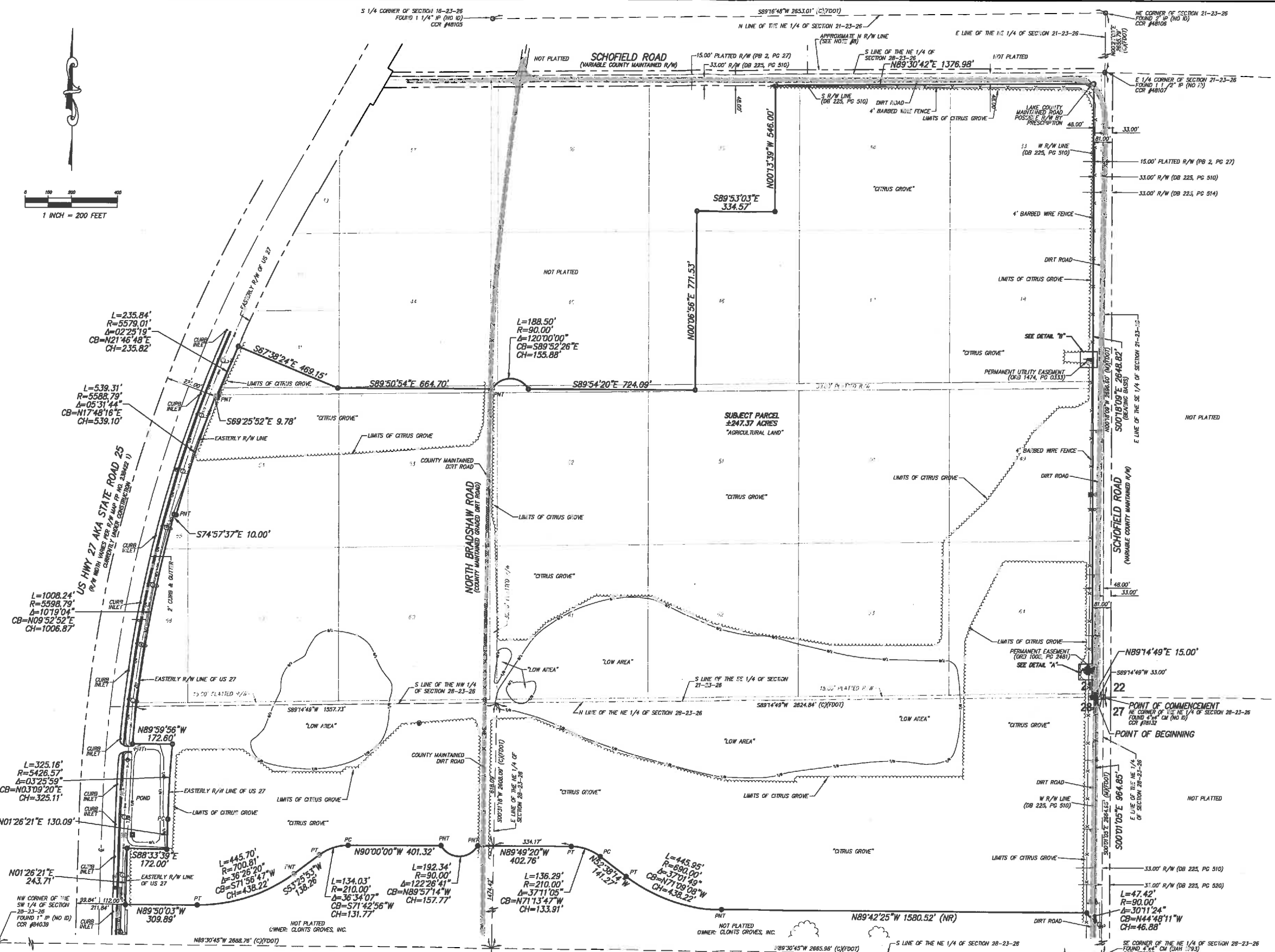
STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared _____, as _____ of _____, who provided identification in the form of _____ or who is personally known to be the person described in and who executed the foregoing, and that he acknowledged before me that he executed the same.

Witness my hand and official seal this _____ day of _____, 200__.

Notary Public

Drawing name: S:\Clients\Property\DWG-CLD 36\Olympus_sports.dwg Sheet: 2 Apr 10, 2018 7:48am by wwood



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	03/14/18		ADDRESS AKERMAN COMMENTS	WDD

**Dewberry**

131 WEST KALEY STREET
ORLANDO, FLORIDA 32808
PHONE: 321.354.9626 FAX: 407.848.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTIONS 21 & 28, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
OLYMPUS SPORTS &
ENTERTAINMENT GROUP, LLC

FB/PG		FIELD DATE		PROJECT NO.	
21, 28-23-26 / 7		02/08/18		50098617	
DRAWING DATE		BY	APPROVED	SCALE	
02/16/18		MRP	WDD	1" = 200'	

2
OF
2



OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 7-10-2018

Before me, the undersigned authority personally appeared W. Rex Clonts Jr., President of Clonts Groves, Inc. (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:
Municipal Services & Utilities
Comprehensive Plan Amendment & PUD
3. That said authority (owner) has appointed (agent's name) Dan O'Keefe and/or Brian Wheeler 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 W. Rex Clonts Jr. - Pres.
Owner (signature)

X [Signature]
Agent's (signature)

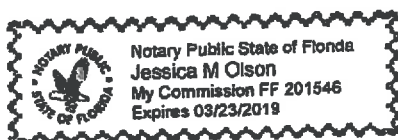
Sworn to and subscribed before me this 10th day of July, 2018.

Jessica M. Olson
Notary Public, State of FL
My commission expires: 3/23/2019

Sworn to and subscribed before me this 4th day of September, 2018.

Sigrd Masson
Notary Public, State of FL
My commission expires: 7/26/2022

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





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

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

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

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

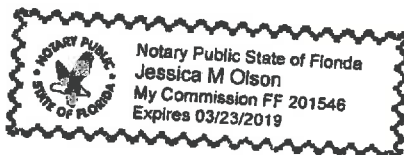
IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 10th day of July, 2018.

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

W. H. Clark - Pres.
Landowner (Petitioner)

Date 7/9/18

Jessica M. Olson
Notary Public
3/23/2019
My Commission Expires





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 22, 2019			
Agenda Item Name			
Ordinance No. 2018-36 <i>Final</i> <i>Olympus PUD Rezoning</i>			
Requested Action			
Request postponement to date certain.			
Staff Report			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1. Ord 2018-36 PZ			Ord 2018-36 PZ.doc



CITY OF CLERMONT
ORDINANCE NO. 2018-36

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 (hereinafter referred to as the "Property"):

LEGAL DESCRIPTION

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.19 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°42'25"W, A DISTANCE OF 1580.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET;



CITY OF CLERMONT
ORDINANCE NO. 2018-36

THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15



CITY OF CLERMONT
ORDINANCE NO. 2018-36

FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 561.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1391.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°23'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2664.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

NORTH BRADSHAW ROAD, AN EXISTING 20.00 FOOT WIDE COUNTY MAINTAINED AND GRADED DIRT ROADWAY LYING IN THE EASTERLY PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WITHIN THE BOUNDS OF THE PREVIOUSLY DESCRIBED PARCEL.
CONTAINING: 247.02 ACRES MORE OR LESS.

From: Urban Transition (UT)
To: Planned Unit Development (PUD)

SECTION 2.

All Ordinances or parts of this Ordinance in conflict herewith are hereby repealed. To the extent that any term, condition, part or entitlement contained herein conflicts with any existing, ordinance, land development code provision or regulation of the City of Clermont, this Ordinance shall control.

SECTION 3.

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



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SECTION 4. General Conditions

The Planned Unit Development approved herein shall allow for residential, commercial, office, sports & performance venues, open space and civic uses on the Property subject to the following conditions:

1. This Ordinance shall be recorded in the Public Records of Lake County at the expense of the applicant and the conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Olympus Sports and Entertainment (OSE) Planned Unit Development Site Plan, prepared by GGI-Tapestry LLC, and incorporated herein and made a part hereof as Exhibit 2. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. For purposes herein, the term “Developer” shall include the applicant at the time that this Ordinance is approved and any successor party in interest, including but not limited to a Community Development District created as provided by law and governing the entire project and any transferee, successor or assignee of any of the Property that is the subject of this Ordinance.
5. 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 will reimburse the developer at 100 percent for all documented and actual costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the City’s Information Technology Director or authorized designee will make this determination.
6. Easements shall be provided to the City at no expense to the City authorizing the City’s unrestricted access to any existing and proposed utilities that the City will own and maintain.
7. For purposes of this Ordinance, the following activities shall not be regulated as Development, unless otherwise specifically noted herein:
 - a) The division of land into parcels where no new street is involved.
 - b) A transfer of title to land not involving the division of land into parcels.



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- c) The creation or termination of easements concerning use of land, or other rights, except that no easement required by this Ordinance or any plat or dedicated to the City may be terminated without the approval of the City Council.
- d) The recording of any documents or plats expressly for the purposes of reference or attachment to a publicly recorded document, when such recording does not result in subdivision of land into parcels. Such recording may include, but is not limited to, documents such as master deeds or covenants, or plats for mortgage or Community Development District filing purposes only.
- e) Subdivision of land into parcels less than 5,000 square feet exclusively for the provision of public utilities, such as pump stations.
- f) Under-brushing, or bush-hogging that does not involve removal of trees that require a permit for removal.

8. Any development condition or land use entitlement approved for and related to the Property prior to the adoption of this Ordinance and not revised, amended, changed or repealed herein, including any required Traffic Impact Analysis, FDOT or County driveway permits, Wetland Permits, Utility permits, School Board concurrency agreement or SJRWMD drainage permits shall remain in full force and effect and applicable to the Property, provided the permit or approval does not expire and otherwise remains valid. If significant changes requiring Major Modification or PUD rezoning are made to the proposed development hereunder, associated studies, agreements and surveys required as part of the City standard development process shall be performed or re-certified. If the prior development permits, agreement or approval expire, are revoked (e.g., for failure to comply with time limits or the terms and conditions), or otherwise become invalid, any subsequent development of the site shall be subject to the procedures and standards of the City and this Ordinance.

SECTION 5. Land Uses and Conditions

- 1. The Olympus Planned Unit Development gross development density & intensity will not exceed the Comprehensive Plan maximum of 12 dwelling units/acre residential and .25 Floor Area Ratio non-residential (gross acreage). To ensure compliance with this condition, the applicant/developer shall provide a table with the current and proposed total number of residential units, Floor Area Ratio, and Impervious Surface Ratio (ISR) for each phase of development or each site plan review. The Olympus Planned Unit Development Regulating Plan, attached hereto and incorporated herein as Exhibit 1, dated 11-12-18, shall govern the land uses and location within the project.
- 2. The current use of the property is agriculture and may continue this use until clearing or grading for development occurs.
- 3. The Olympus Sports and Entertainment Planned Unit Development Site Plan, Exhibit 2 and Olympus Planned Unit Development - Development Standards, dated November 11, 2018 incorporated herein and made a part hereof as Exhibit 3, shall govern the dimensional requirements, buffering, architectural styles, landscaping, lighting, parking, open space, and other vertical and horizontal improvements for the project. Additional functional or performative open space may be created by detailed Site & Building



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envelope design as an unregulated substantial change to the Site and Development standards may be possible, with City Manager, or designee approval.

4. The City shall have the right to install public purpose signage on or in conjunction with the pedestrian bridge over US Hwy 27.
5. School concurrency shall be met before any final site plan approval that contains residential uses that will generate school age children in accordance with the Comprehensive Plan and Land Development Code
6. The Developer shall dedicate a fire station location, approximately three (3) contiguous acres, that is acceptable to the City prior to initiation of Phase 2. Unless otherwise agreed to by the City, the fire station location shall be in the general area as set forth in Exhibit 2. The site shall be dedicated to the City “pad-ready” and at Developer’s expense, including but not limited to any required grading and water, sewer, reclaim, water and electric utilities stubbed out or adjacent to the location to enable immediate connection to the proposed fire station. Developer and the City, within one-year of the effective date hereof, shall enter into a public safety impact fee credit agreement with regard to the value of the anticipated dedication and improvements contained herein. Any fire station constructed by the City on the dedicated property shall be in accordance with City standards and designs for comparable fire stations . Provided, however, that nothing herein will obligate or require City to construct any facility to include architectural or aesthetic features or amenities that significantly increase the cost to City for the construction of the fire station.
7. The project may have elevations changes as shown on the Grading Plan incorporated and made a part hereof as Exhibit 5.
8. Any applicant for development of any portion of the Property may submit an application for multiple approvals as may be required under the City Code and request that such multiple applications be processed concurrently; however, such concurrent processing shall meet all applicable procedural and advertising requirements and shall proceed at the applicant’s own risk, and shall have no implication in regard to the approval of any of the various approvals requested.
9. The City Manager or his designee shall have the authority, but not the obligation, to authorize modification of up to 10% from any numerical standard set forth in this Ordinance or, when applicable, City Code. Provided, however that the authority granted herein shall not apply to any land use regulation, cut and fill, or height standard.
10. Straight or angular lot and block patterns may be used in lieu of curvilinear.
11. Sporting events located within defined venues & operational programming of outdoor PUD activity spaces for event related vendors, displays, concessions, performance, processions or cheer zone activities shall be permitted and shall be considered routine and customary activities in the following defined PUD site zones:



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West Lake
Champions Plaza
Olympus Village

Lakeside Amphitheater
Trail System
Olympus Village Plazas

East Lake
Stadium Promenade
Athlete Center Plaza

All such events shall be subject to the City's Special Event Permitting and review process.

SECTION 6. Landscaping, Buffering, and Screening

1. Landscape Buffers shall not be required in any area internal to the PUD boundary. Required landscape or buffers along the perimeter of the PUD boundary shall be met by a combination of street trees and planting within the right-of-way of any adjacent easement of perimeter roads.
2. Perimeter landscape buffers adjacent to the PUD boundary shall occur to the extent that building placement and frontage in accordance with Exhibit 2, does not allow for the placement of perimeter landscape buffers such perimeter landscape requirements shall not be required.
3. (2) VUA landscape areas shall exist parallel to parking isles and at perimeter locations and the termination of parking isles. No internal parking islands for landscape or gaps in parking isles are required. Perimeter landscape buffer areas may, subject to applicable public safety standards, utilize public right-of- way areas for planting landscape buffers.
4. Landscape island width shall be a minimum of nine (9) feet.
5. Dumpsters or trash receptacles located in sub-surface vaults in such a manner as the dumpster or receptacle is substantially screened from public view, shall not require screening.
6. Fencing shall be measured for height at the base of the fence if co-located with a wall or terrace. Security or equipment enclosures internal to the PUD may utilize fence height to 10' to screen equipment.
7. 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 7. Environmental

1. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
2. Grading shall be completed in accordance with the approved grading plan for the project



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set forth in Exhibit 5 as may be amended in accordance with City code. Terraces constructed within the boundary of the PUD shall include edge protection elements as required by applicable codes but shall not be required to include a five (5) foot landscape buffer along the terrace boundary.

SECTION 8. Environmental Services:

1. The developer shall connect to the existing City potable water, sanitary sewer and reclaimed water (when available) systems at connection point or points approved by the City.
2. The route of any off-site utility lines shall be according to engineering plans produced by the Developer and approved by the City.
3. Any proposed City-maintained utilities that are not located within a dedicated public right-of-way shall be placed in a utility easement dedicated to the City. Easements shall be provided at no expense to the City and in a form acceptable to City.
4. The Developer shall be responsible for all costs of on-site and off-site utility improvements, including, but not limited to design, material, permitting, connection and installation of sufficient size lines, lift stations and other appurtenances necessary to allow the City to serve the property.
5. Any existing utilities must stay in service throughout construction. If the construction requires that the utilities be relocated or altered, the Developer shall prepare plans, permit the project and construct the modification at the Developer's expense.
6. No building permits shall be issued until water and sewer are provided to the site or until a bond or letter of credit, acceptable to the City, is in place to guarantee completion of off-site improvements. No Certificate of Occupancy shall be issued until water and sewer improvements have been completed and accepted by the City.
7. The City may require a looped system to provide reliability and redundancy to the property.
8. The project shall be plumbed for reuse water with purple piping to irrigate single family lots. Irrigation of common areas shall be from a well.
9. All utilities shall be designed and installed as per the City's specifications and approved by City staff.
10. Drainage/Stormwater Management: The Developer shall submit drainage calculations and a stormwater management plan when filing for final engineering approval. A lawfully created Community Development District or other entity acceptable to the City, shall be responsible for maintenance of all private stormwater ponds and drainage systems and improvements. Unless otherwise provided in the approved plans or plat for



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the Project, or in a separate agreement approved by the City, all such improvements located on the private property, including, streets, roads and bike or pedestrian paths, shall be maintained by the Community Development District or other entity acceptable to the City..

11. 10' utility lateral line easements may be used in lieu of 15' in order to accommodate standard 10'-building separation.
12. Lift station access may utilize 20' easement over access ways to connect to public dedicated road.
13. Bulkheads, walls, or non-turf vegetation slope stabilization may be used for stormwater retention side slopes.
14. To the extent that any water, sewer or reclaimed improvements provide capacity additional to that that is required to serve the Project, the Developer reserves its rights, pursuant to Section 2-267 – Credits, of the City Code, to enter into an impact fee agreement with the City which shall provide for the establishment of credits and payment of impact fees in a specified manner and time. The terms and conditions of an impact fee agreement between the Developer and the City may replace or supersede the conditions contained in this Planned Unit Development.

SECTION 9. Transportation Improvements/Access Management:

1. The development shall comply with all applicable City, County and Florida Department of Transportation access management requirements, including but not limited to, a traffic/transportation impact study reviewed and approved by Lake-Sumter Metropolitan Planning Organization. Developer shall timely complete all required mitigation and other improvements as may be applicable.
2. During Phase 3, the Developer shall initiate a modeling and monitoring study once fifty percent (50%) of the overall project ADT has been constructed. This study shall be completed no later than 12 months from commencement. Should the results of the study indicate that additional improvements will be required to mitigate the impacts of the project, the City and Developer shall enter into a mitigation agreement prior to the commencement of Phase 4.
3. The Community Development District shall be responsible to maintain all landscaping, hardscaping, traffic control devices, and stormwater conveyance systems on all private streets and the planned Olympus Blvd. For purposes herein, the Community Development District and the City shall enter into a separate Interlocal Agreement.
4. Private drive isles, private access ways, private easements for vehicular use shall not be required to be platted or re-platted.
5. For intersections on private streets, angled right-of-way lines in lieu of 25' radius may be used to accommodate fencing and building walls.



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6. Curb radii internal to development for streets or access ways may utilize a 10' curb radii to promote traffic calming and pedestrian intersection and crossing safety.
7. Street dimensions may be used in accordance with the PUD exhibit for street sections for private "local" street types internal to the development, provided however that the dimensions are acceptable to City to allow and accommodate public service and public safety vehicles.
8. Sidewalks/Streets:
 - a. Developer may permit skateboards, electric scooters, electric skate boards, Segway's on any private street, sidewalk, vehicular use area, parking lot or space open to the general public within the boundary of the PUD.
 - b. Developer may allow the selling of goods and services within the designated PUD parks, squares, streets, sidewalks, promenades, plazas without additional permit so long as the activities do not diminish the public utility, security and accessibility of the space and are located on private property or common areas controlled and maintained by the Developer. Property owners and commercial tenancy may be allowed to provide "gifts to the street" as a decorative embellishment in proximity to the commercial establishments. Provided however, nothing herein shall be construed to authorize the sale of good or services or the placement of a "gift to the street" or any other item on or about Olympus Boulevard or Epic Boulevard.
 - c. Within the boundary of the PUD on private streets, circulation ways, access ways use of any type of vehicle, electric carts, trams, "Neighborhood Electric Vehicles" (NEV) regardless of vehicle registration, may be permitted by Developer.
 - d. Context sensitive street design standards/solutions as published by AASHTO & ITE shall be utilized for private streets and ROW within the boundary of the PUD where the design speed is 30 mph or under and City referenced FDOT highway standards and specifications do not align with low speed street design.
9. Parking:
 - a. Parking spaces may be 9' x 18' providing 162 s.f.
 - b. The PUD may be developed using shared parking methodology, as determined by the Developer and reviewed and approved by the Site Review Committee.
 - c. The handicapped parking dimensions, access aisle, pavement markings and signage shall conform to the Federal DOJ 2010 ADA standards.

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- d. Oversized parking spaces within the PUD may be provided by a single designated area and not allocated for all lots in excess of 100 spaces. Parking Garages shall not be required to provide oversized spaces internal to the garage footprint. NEV parking spaces may be provided in lieu of compact spaces where Developer operations provides assigned NEV vehicles to event patrons, visitors, staff, security, facilities maintenance or production personnel. Convertible NEV to standard parking spaces may be utilized for management of parking capacity for all site vehicles.
 - e. On street loading zones utilizing parking restricted spaces during loading hours may be utilized PUD private, streets, ROW and access ways in addition to dedicated permanent off-street loading spaces without regard to ratio based on the most local need for loading activity. Off-street Loading zone spaces shall be 10' x 25' minimum to 10' x 55' maximum.
10. The Developer has produced a recommended transportation mitigation plan titled "Summary of Proposed Proportionate Share Transportation Mitigation Costs Olympus Sports & Entertainment" dated December 12, 2018. This proposal is currently under review by the Lake-Sumter MPO, Lake County and FDOT. Prior to any vertical building permit for Phase 2, the Developer shall enter into a mitigation agreement(s) with the jurisdictional agencies to address the project's proportionate share payments for transportation impacts.
11. The Developer will be responsible for their proportionate share of traffic signals, when warranted, at the time of construction for intersections that serve the project, including Wellness Way. The proportionate share shall be based upon the actual cost of traffic signals at the time they are constructed.
12. The project development program can be modified based on the Olympus Sports & Entertainment PUD Equivalency-Trip Conversion Matrix contained in Exhibit 4. Any change in the development program mix will require the converting of average daily trips between land uses based on the matrix. The matrix is designed to equate land uses based on equivalent traffic impacts such that use of the matrix should not impact the overall traffic impact of the project. The following are limitations on the use of the trip conversion matrix in Exhibit 4:
- a. Residential uses can only be increased by 225 multi-family and 100 single-family units. No additional conversion to residential uses is allowed.
 - b. Up to 50% of each of the General Office, Medical Office, and Recreational Community Center land use categories may be converted. These three uses may only be converted to one of the other two uses in these employment categories.
 - c. All remaining categories may be converted up to a maximum of 10% of an individual category, but may be converted with any other use category, excluding



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- those in b above.
- d. Any matrix conversions shall be documented in the annual report.
13. Street lighting shall be included for all internal roadways and perimeter roads along the boundary of the project. The Developer shall coordinate with the power utility provider for the installation and placement. The Developer shall be responsible for the cost of installation.
14. The Developer shall coordinate with the City, Lake County, and any other State Agencies in the placement and designing of a multi-purpose trail along the project's boundary and/or within the project's boundary. The Developer shall be required to fund and/or construct their proportionate share of the trails.

SECTION 10. Signs:

1. Developer shall prepare a master signage plan for each parcel or project phase for City approval. Such application and approval shall supersede Chapter 102 where applicable.
2. Street light pole banners are permitted with no more than two per pole, spacing every other pole. The banners shall be associated with current events or activities within the PUD boundary and in no event shall be used to advertise or promote any specific business. Flags may be placed at designated areas, as indicated on Exhibit 6 attached hereto and incorporated herein.

SECTION 11. Alcoholic Beverage Establishments

The restrictions set forth in 6-1 of the City Code as may be amended, shall not be applicable to the PUD.

SECTION 12. School Concurrency

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

SECTION 13. Concurrency Management Requirements

Concurrency Management Requirements: Any development shall comply with the Lake County and the City of Clermont Concurrency Management System, as amended.

SECTION 14. Development Review and Approval

1. Prior to the issuance of permits, the Developer may be required to submit a Preliminary Plat, Construction Plans, and Final Plat generally consistent with Exhibit 2 for review and



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approval in accordance with the Comprehensive Plan and Land Development Code, as amended.

2. Expiration of applicable incremental development orders or project development agreement shall not occur prior to the expiration of the PUD which shall not be less than 5 years after the planned last phase of the development program.

SECTION 15. **Future Amendments to Statutes, Code, Plans, and/or Regulations**

The specific references in this Planned Unit Development to the Florida Statutes, Florida Administrative Code, City Comprehensive Plan, and City Land Development Code shall include any future amendments to the statutes, code, plans, and/or regulations.

SECTION 16. **Additional Conditions**

1. After establishment of the facilities as provided herein, the aforementioned property shall only be used for the purposes named in this Planned Unit Development. Any other proposed use must be specifically authorized by the Clermont City Council.
2. No person, firm, or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, add other uses, or alter the land in any manner within the boundaries of the above described land without first obtaining the necessary approvals in accordance with the Clermont Code of Ordinances, as amended, and obtaining the permits required from the other appropriate governmental agencies.
3. This Planned Unit Development shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.
4. Construction and operation of the proposed use shall at all times comply with the regulations of this and other governmental permitting agencies.
5. The transfer of ownership or lease of any or all of the property described in this Planned Unit Development shall be included in the transfer or lease agreement, a provision that the purchaser or lessee is made aware of the conditions established by this Planned Unit Development and agrees to be bound by these conditions. This Ordinance shall at the expense of the Developer be immediately recorded in the Public Records of Lake County and shall as a matter of record and legal purposes run with and govern the future development of the Property. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Code, as amended.
6. If specific changes are needed in the PUD document, the Developer may use the variance



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process for modifications, in lieu of a PUD modification.

7. An annual report documenting the construction of entities and their phase along with assignment of rights shall be submitted to the City for review and approval no later than February 15th. The report shall also include a running total of constructed square footage. The report shall be prepared at the cost of the Developer and the sole responsibility of the Developer, or assigned designee.
8. This Ordinance shall be rendered null and void if substantial construction, as determined by the City, has not commenced within two years of its effective date.

SECTION 17. **Effective Date**

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.

FIRST READING ON THE ____ DAY OF _____ 2019
SECOND READING ON THE ____ DAY OF _____ 2019



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

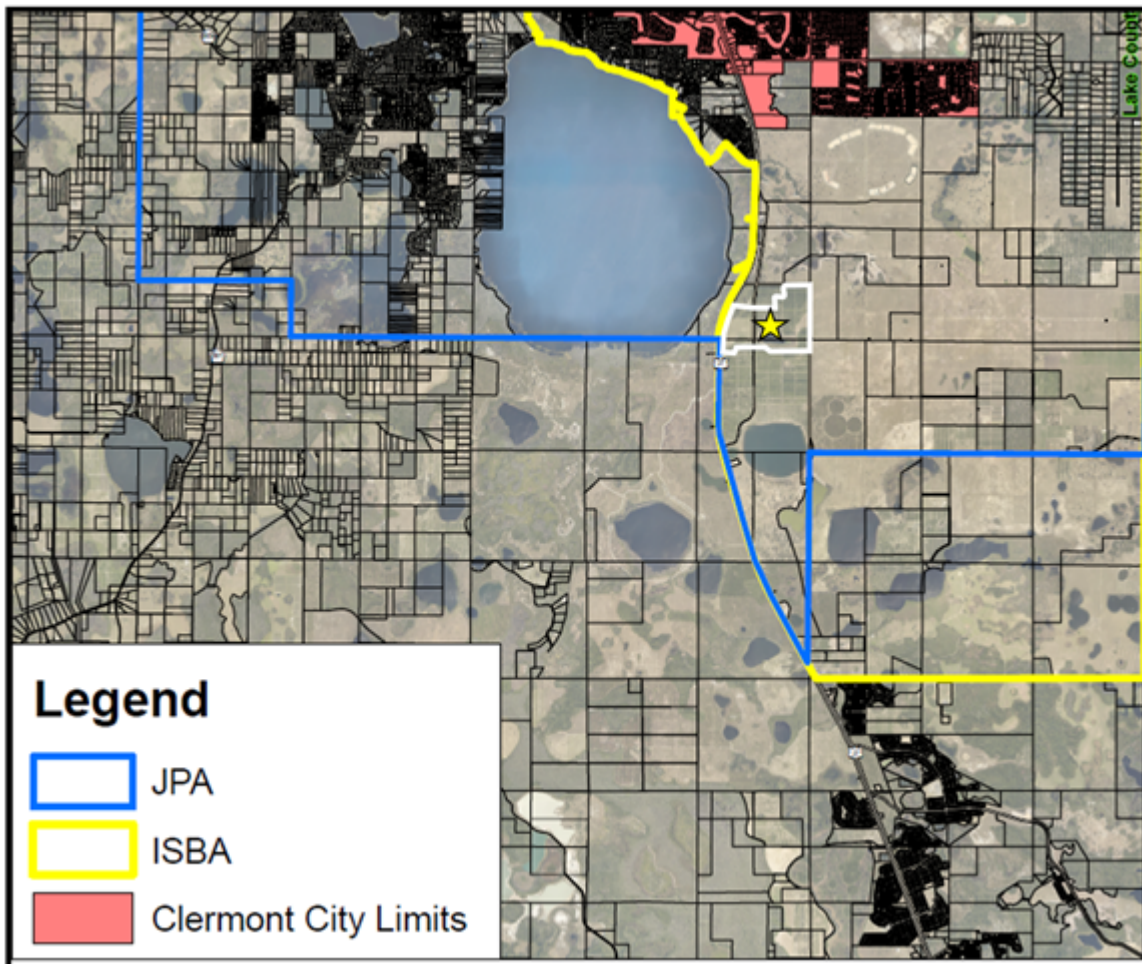


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AGENDA ITEM

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Meeting Date	
Tuesday, January 22, 2019	
Agenda Item Name	
Ordinance No. 2018-35 <i>Final</i> <i>Olympus Annexation</i>	
Requested Action	
Postpone to date certain.	
Staff Report	
<u>Background</u> <i>This application was continued from the December 11, 2018 City Council meeting for a date certain meeting on January 22, 2019. The applicant, Olympus Sports and Entertainment (OSE), is requesting annexation into the City of Clermont consisting of a 247+/- acre property, which is currently located on the east side of US 27, along Schofield Rd and Bradshaw Rd, in Lake County known as Wellness Way. The subject property lies within the Interlocal Service Boundary Agreement (ISBA) between the City of Clermont and Lake County. The ISBA agreement allows for the annexation of non-contiguous properties into the City of Clermont under certain conditions. The OSE property meets the requirements of the ISBA for annexation. The City and the applicant have agreed to a utility agreement in order to provide services.</i> Currently, the property consisting of 247.37-acres is a non-active orange grove, which had succumb to citrus greening. There are no adjacent residents or commercial uses to the subject property.	



Analysis

The City of Clermont has envisioned this portion of unincorporated Lake County to provide for next generation jobs for the Clermont community as applicants seek entitlements and utility service by the City of Clermont. The OSE project is envisioned as a large-scale mixed-use project with sports training and sports performance venues as the iconic components of the project. Additional uses include office, commercial, residential, open space and civic uses. Economic and fiscal impact studies performed by Fishkind and Associates have projected over 5,600 jobs in targeted sectors to be created.

State law requires the City to perform a public facilities evaluation for Comprehensive Plan Amendments that would increase the allowable density or intensity of a property. The Lake County future land use designation would permit intensities similar to the City of Clermont Master Plan land use. However, City staff has reviewed the ability to provide public services to ensure adequate services associated with the annexation.

Transportation: The subject property lying within the Wellness Way Area has an identified transportation network by Lake County. Currently, Lake County and the City of Clermont are participating in a Central Florida Expressway Authority (CFX) PD & E study on the corridor between US27 and SR429. It is anticipated that this project would result in a limited access toll facility owned and operated by CFX. The results of the PD & E are anticipated to be presented to the CFX Board in early 2019.

In addition to the CFX PD & E study, a Transportation Impact Analysis is currently underway by the applicant to identify the framework roadway network to support the Olympus project. The network to be studied includes Hancock Rd, Wellness Way Parkway and CR455. The findings of this study will be used to craft appropriate conditions for the PUD zoning application.

School Capacity: Olympus Sports and Entertainment has applied for Concurrency with the Lake County School Board for the proposed residential component of the project. The findings of that analysis will govern the development of the project.

Utilities: There is sufficient Potable Water and Wastewater treatment capacity in the City's facilities to support the proposed Olympus project. Negotiations are underway for the design, financing and construction of the required transmission and collection systems needed to service the project.

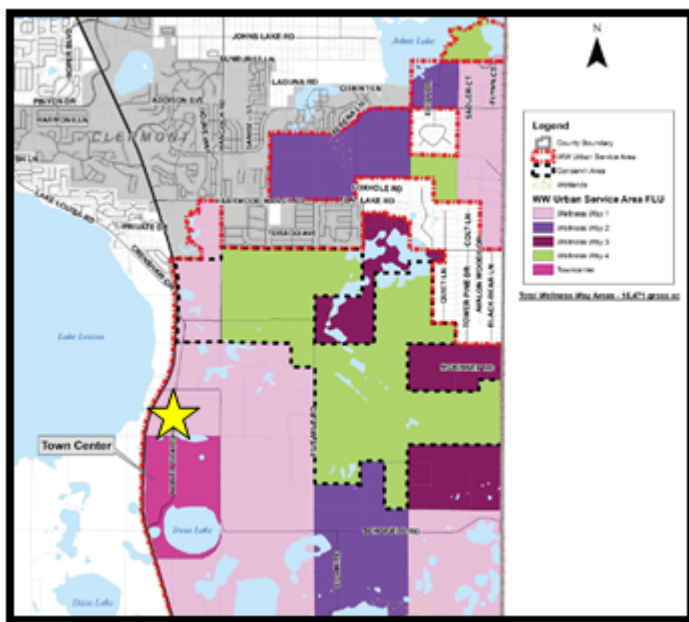
Public Safety: The City's long-range plan for facilities and services anticipates the expansion of the municipal boundary to this southern area, consistent with the boundaries of the JPA and ISBA agreements. The City has the resources to serve this area with Police and Fire services. The City is evaluating the timing and staging of additional needed services as the project and area develop over time.

Parks and Open Space: The area is currently used for rural/agricultural uses and has no deficiencies at this time. The Olympus project has an expansive open space system that will be evaluated during the consideration of the PUD zoning process to ensure compliance with the appropriate level of service standard.

The annexation request has companion applications for a Comprehensive Plan/Future Land Use amendment (to Master Planned Development FLU category) as well as a rezoning application to PUD. All three of these applications will be presented to the City of Clermont on schedules to comply with the various procedural requirements of the State of Florida and the City.

Recommendation

The proposed annexation is consistent with the City's plans for municipal expansion south to include portions of the unincorporated Lake County Wellness Way area by which the City of Clermont is the utility service provider. The City has master planned this area for utility infrastructure and is able to serve the subject property with utility service. Therefore, 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.	2018-35 - Project Olympus ANN	2018-35 - Project Olympus ANN.doc
2.	Olympus Maps	Olympus Maps.pdf
3.	Wellness Way Comp Plan LC	Wellness Way Comp Plan LC.pdf
4.	Wellness Way Road Network	Wellness Way Road Network.pdf
5.	ALTA Survey	Olympus_surbdry_revised 102218.pdf
6.	Olympus ANN Application	Olympus ANN Application.pdf
7.	Olympus ANN Ad Proof	Olympus ANN Ad Proof.pdf



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

WHEREAS, the City Council of the City of Clermont, Florida approved a Utility Service Agreement for Water, Wastewater, and Reuse for the subject property, dated October 9, 2018; and

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK



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2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.19 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°42'25"W, A DISTANCE OF 1580.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE



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N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 561.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1391.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°23'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2664.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

NORTH BRADSHAW ROAD, AN EXISTING 20.00 FOOT WIDE COUNTY MAINTAINED AND GRADED DIRT ROADWAY LYING IN THE EASTERLY PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WITHIN THE BOUNDS OF THE PREVIOUSLY DESCRIBED PARCEL.

CONTAINING: 247.02 ACRES MORE OR LESS.

Portions of Alternate Keys 1594600 & 1462436



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SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

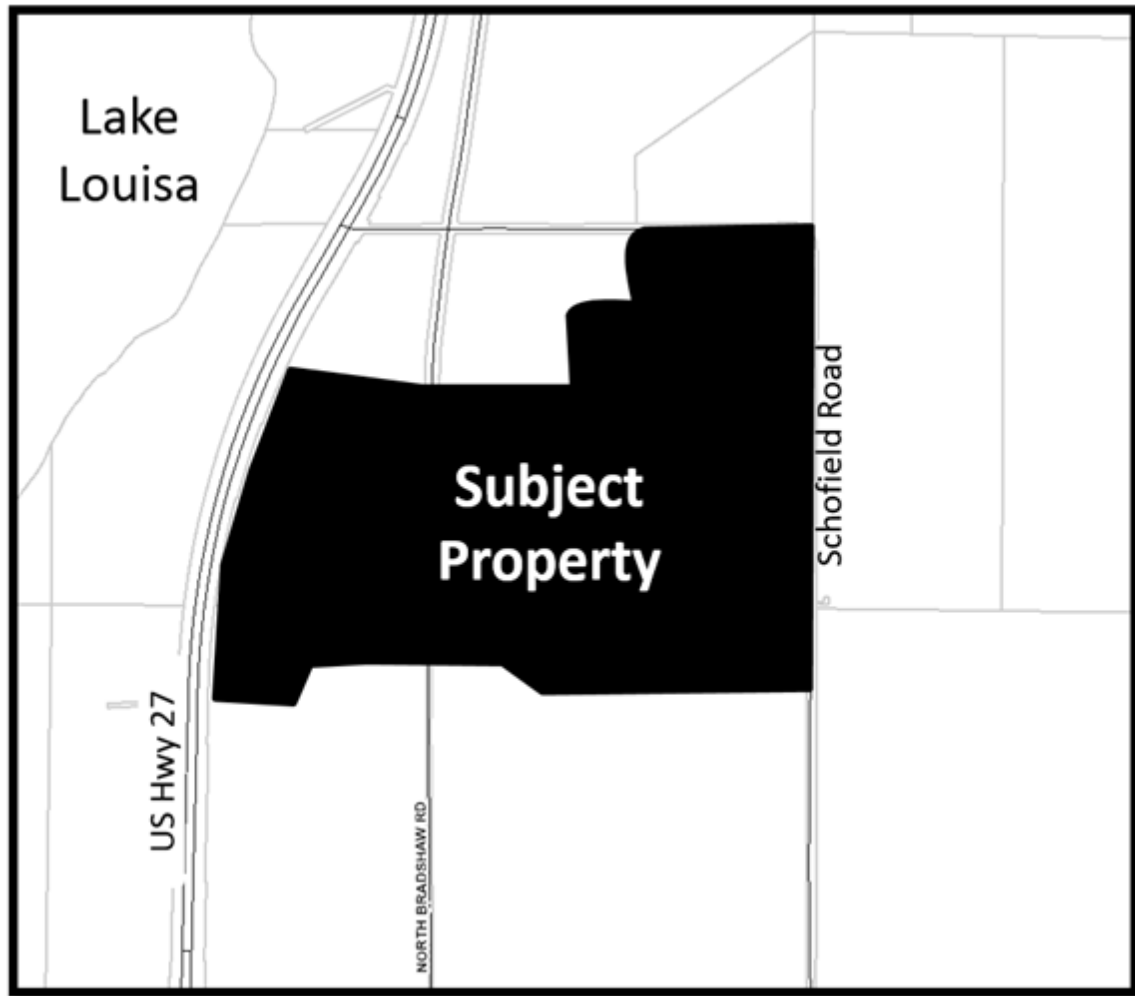
SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-35

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 11th day of December, 2018.

CITY OF CLERMONT

Gail L. Ash, Mayor

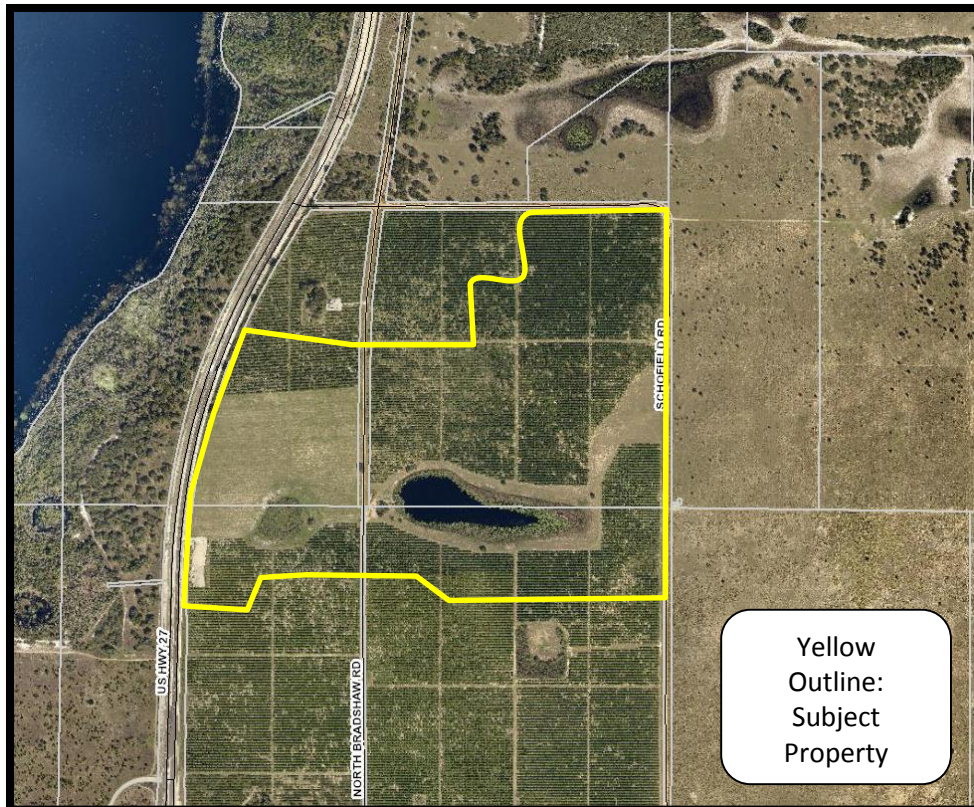
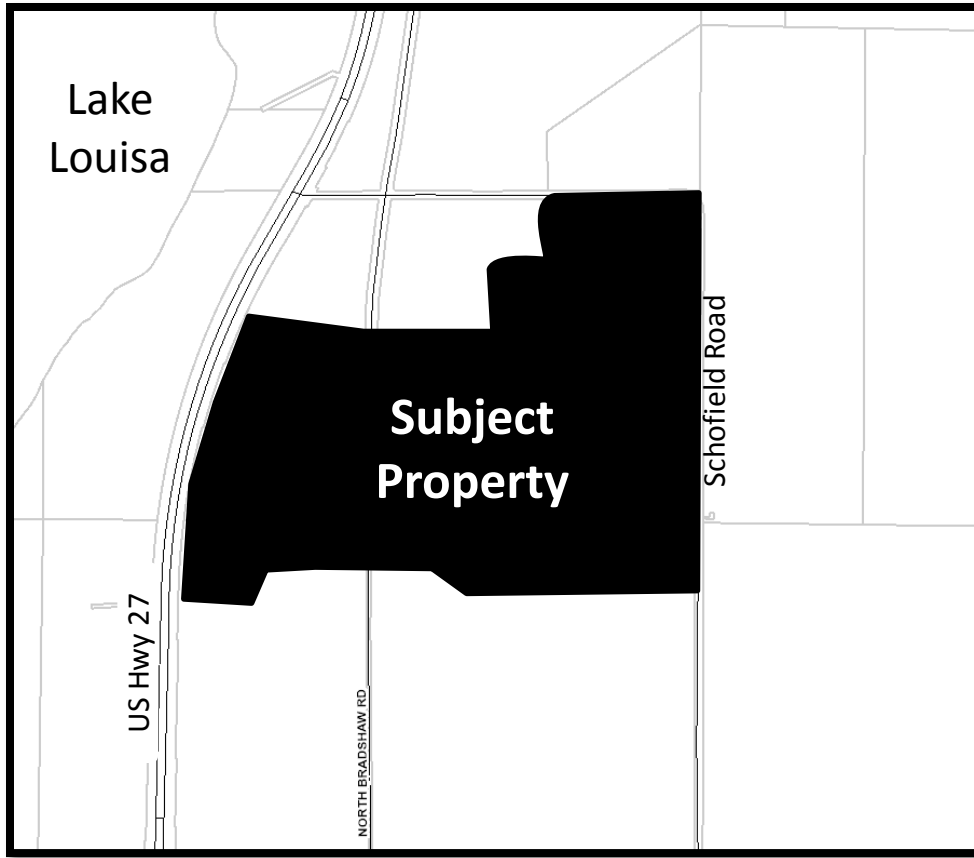
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

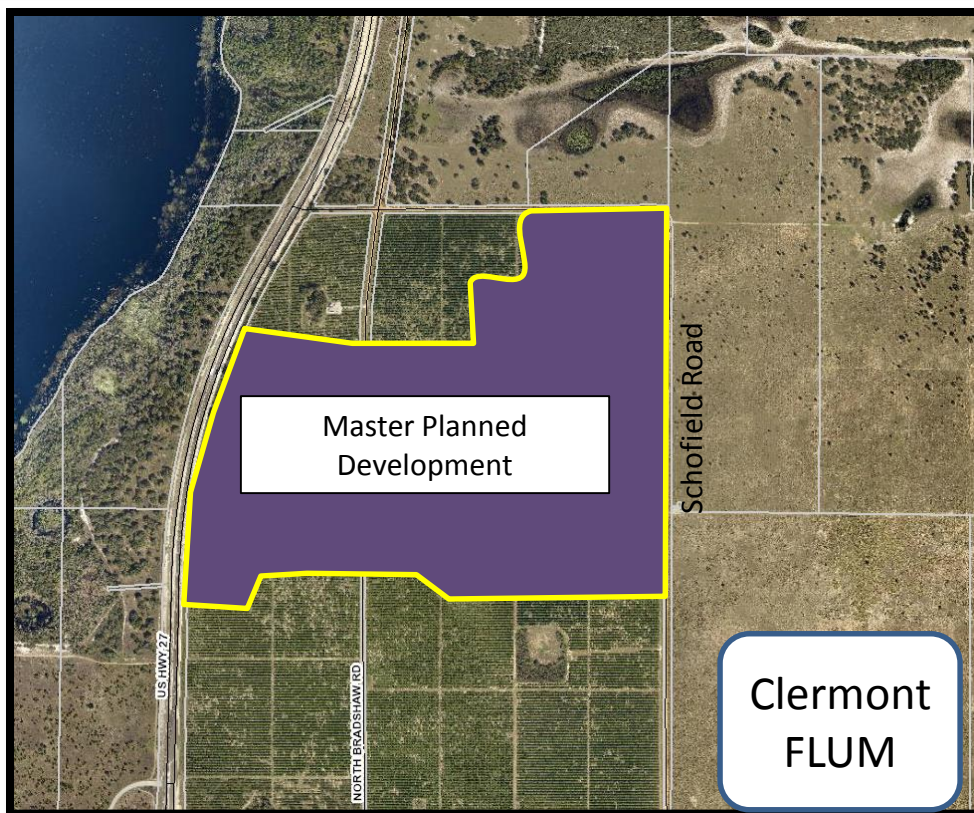
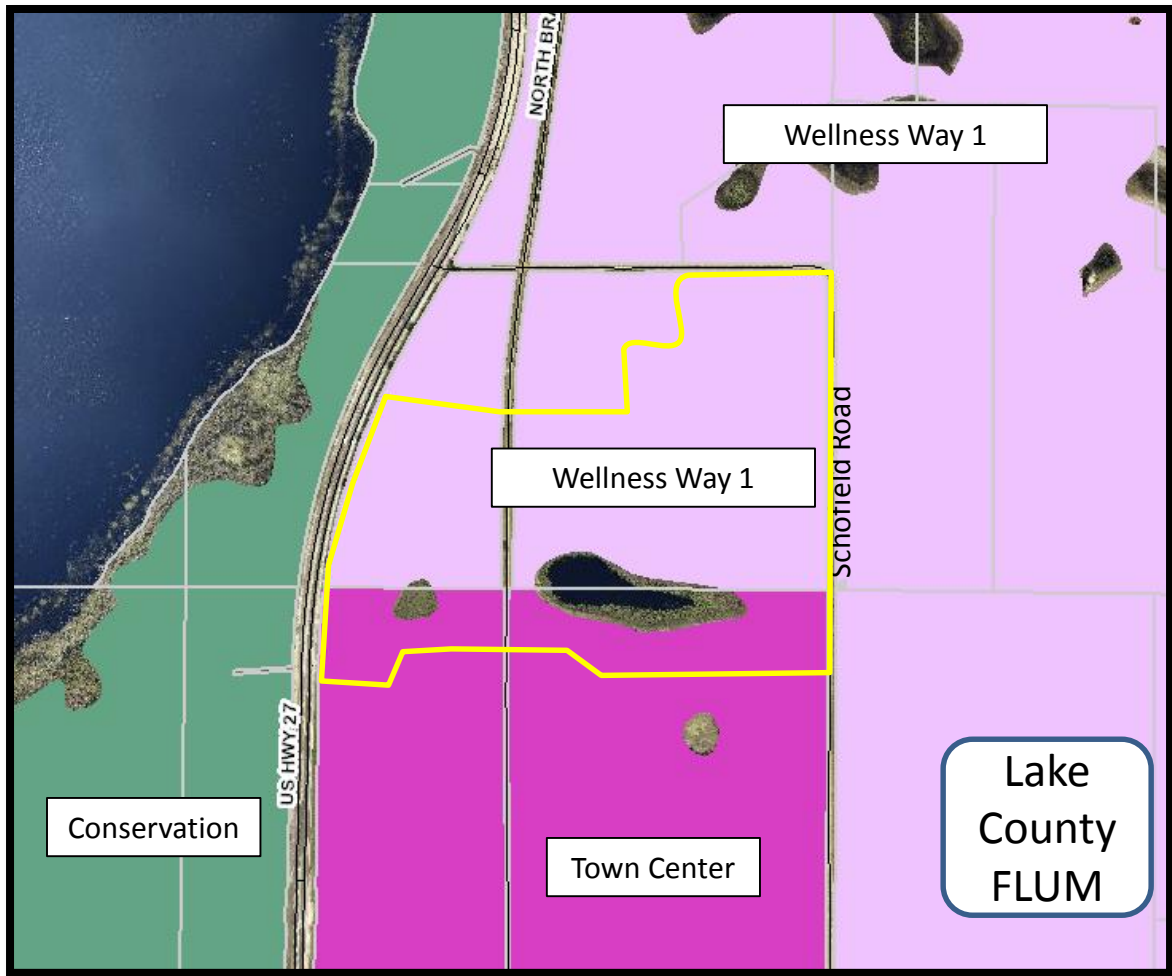
Approved as to form and legality:

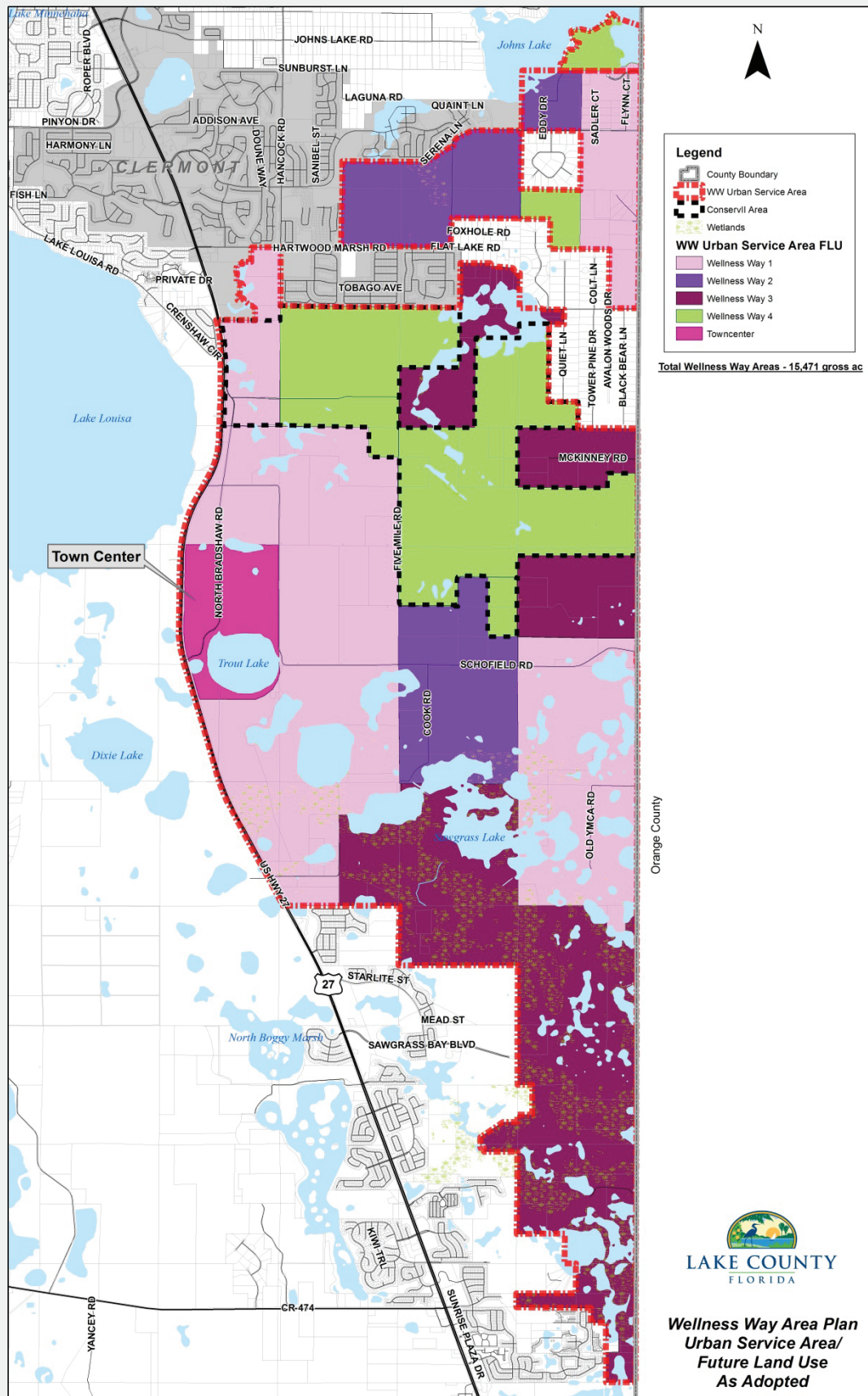
Daniel F. Mantzaris, City Attorney

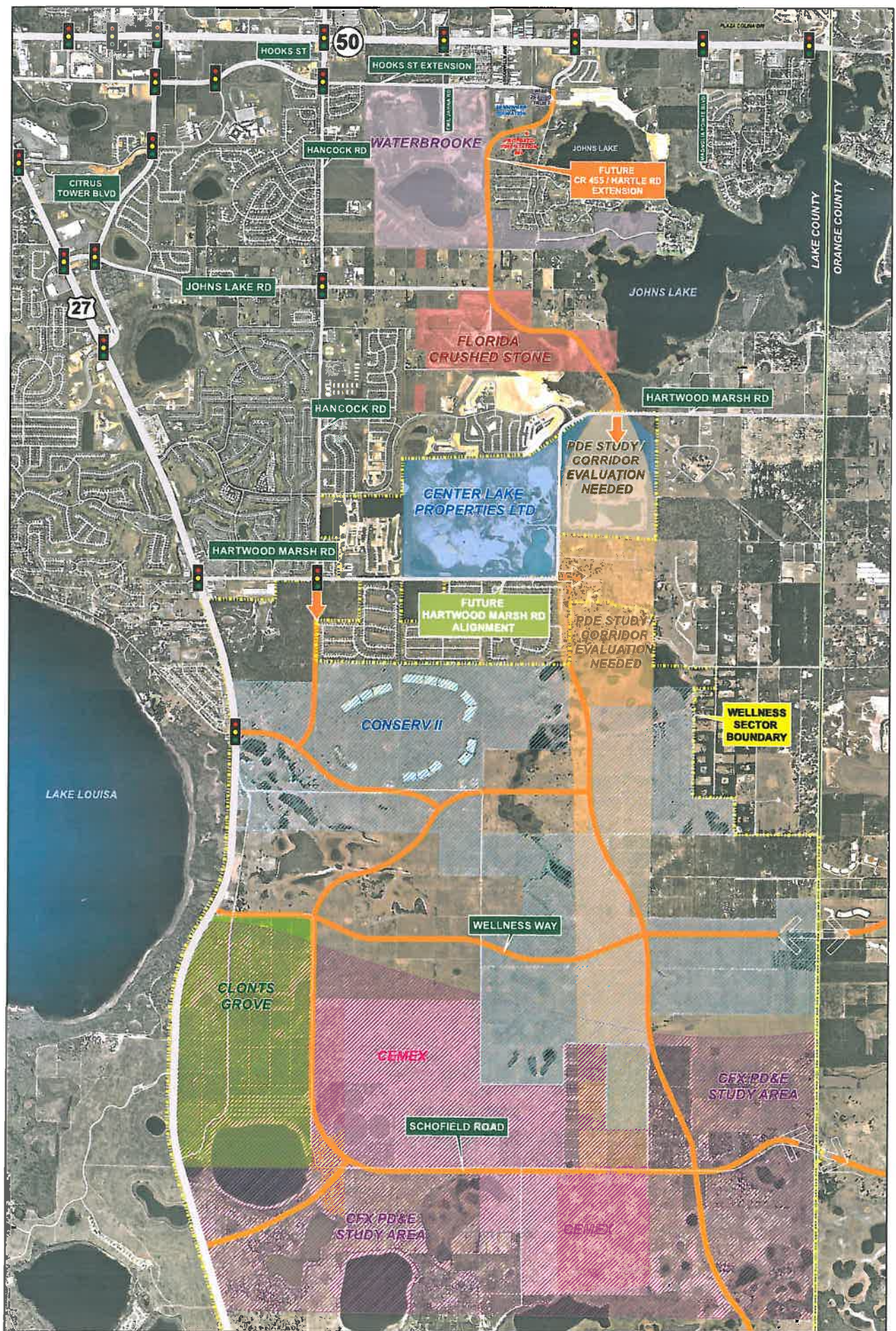
Exhibit - Location Map –Olympus



Future Land Use Map–Olympus







Wellness Way Area Plan

- Future Roads
- PDE Study/Corridor Evaluation Needed
- Wellness Sector Boundary

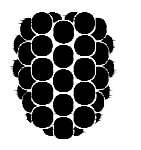
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SCHEDULE B SECTION II EXCEPTIONS: (PER TITLE COMMITMENT ORDER NO. 6741948)

5. ROAD RIGHT-OF-WAYS, RESERVATIONS, EASEMENTS AND OTHER MATTERS AS CONTAINED IN THE PLAT OF MONTE VISTA PARK FARMS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [AFFECTS – PLOTTED AS APPLICABLE]
6. RIGHT-OF-WAY EASEMENT IN FAVOR OF SUMTER ELECTRIC COOPERATIVE, INC., A FLORIDA CORPORATION, RECORDED JUNE 7, 1977 IN OFFICIAL RECORDS BOOK 630, PAGE 713, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [AFFECTS – NOT PLOTTABLE]
7. PERMANENT UTILITY EASEMENT IN FAVOR OF ORANGE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS CONTAINED IN THAT CERTAIN ORDER OF TAKING RECORDED JULY 8, 1985 IN OFFICIAL RECORDS BOOK 845, PAGE 552, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
8. AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED IRRIGATION WATER BETWEEN THE CITY OF ORLANDO, A FLORIDA MUNICIPAL CORPORATION; ORANGE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA; LILLIAN D. BRADSHAW; LAKE TRIMBEY GROVES, INC., A FLORIDA CORPORATION; HI-ACRES, INC., A FLORIDA CORPORATION AND THE CHARLES E. BRADSHAW RESIDUAL TRUST, RECORDED OCTOBER 9, 1985 IN OFFICIAL RECORDS BOOK 854, PAGE 865 AND TOGETHER WITH AND AFFECTED BY THE PARTIAL RELEASE OF RIGHTS UNDER AGREEMENT FOR DELIVERY AND USE OF RECLAIMED IRRIGATION WATER RECORDED MARCH 7, 1984 IN OFFICIAL RECORDS BOOK 1280, PAGE 1674 AND TOGETHER WITH THE ACKNOWLEDGMENT OF ASSIGNMENT OF AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED IRRIGATION WATER RECORDED DECEMBER 17, 1997 IN OFFICIAL RECORDS BOOK 1569, PAGE 1174 AND TOGETHER WITH THE WATER CONSERV II AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER AS EVIDENCED BY AND AFFECTED BY THAT CERTAIN PARTIAL RELEASE OF WATER CONSERV II AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED WATER RECORDED APRIL 26, 2007 IN OFFICIAL RECORDS BOOK 3419, PAGE 119 AND TOGETHER WITH THE ACKNOWLEDGMENT OF ASSIGNMENT OF AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED IRRIGATION WATER RECORDED OCTOBER 15, 2009 IN OFFICIAL RECORDS BOOK 3830, PAGE 1204 AND TOGETHER WITH THE ACKNOWLEDGMENT OF ASSIGNMENT OF AGREEMENT FOR THE DELIVERY AND USE OF RECLAIMED IRRIGATION WATER RECORDED OCTOBER 15, 2009 IN OFFICIAL RECORDS BOOK 3830, PAGE 1210, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [AFFECTS – NOT PLOTTABLE]
9. PERMANENT EASEMENT IN FAVOR OF THE CITY OF ORLANDO, FLORIDA, A MUNICIPAL CORPORATION, RECORDED APRIL 5, 1989 IN OFFICIAL RECORDS BOOK 1005, PAGE 2481, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [AFFECTS – PLOTTED HEREON]
10. AGREEMENT BETWEEN GOLDEN GEM GROWERS, INC., A FLORIDA COOPERATIVE CORPORATION AND CLONTS GROVES, INC., RECORDED SEPTEMBER 17, 1992 IN OFFICIAL RECORDS BOOK 1185, PAGE 1949, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [AFFECTS – NOT PLOTTABLE]
11. PERMANENT UTILITY EASEMENT IN FAVOR OF THE CITY OF ORLANDO, FLORIDA, A MUNICIPAL CORPORATION, RECORDED OCTOBER 30, 1996 IN OFFICIAL RECORDS BOOK 1474, PAGE 333, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. (PARCEL 843 DOES NOT AFFECT, PARCEL 842 AFFECTS – PLOTTED HEREON)
12. EASEMENT IN FAVOR OF SPRINT AND OPM – USA – INC. RECORDED OCTOBER 21, 1997 IN OFFICIAL RECORDS BOOK 1555, PAGE 2100, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
13. EASEMENT IN FAVOR OF SUMTER ELECTRIC AND OPM – USA – INC. RECORDED OCTOBER 21, 1997 IN OFFICIAL RECORDS BOOK 1555, PAGE 2102, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
14. EASEMENT (INGRESS/EGRESS) IN FAVOR OF OPM – USA – INC. RECORDED OCTOBER 21, 1997 IN OFFICIAL RECORDS BOOK 1555, PAGE 2104, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
15. ORDINANCE #1997-70 TRACKING NO. #57-97-CUP CLONTS GROVES INC./OPM USA INC. (JOHN M. ARLALE) CUP#97 /7 /5-2 RECORDED OCTOBER 22, 1997 IN OFFICIAL RECORDS BOOK 1555, PAGE 2318, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
16. LEASE AGREEMENT DATED OCTOBER 9, 1997 AND EASEMENT AS EVIDENCED BY AND TOGETHER WITH THE SHORT FORM LEASE BETWEEN CLONTS GROVES, INC., LESSOR AND OPM – USA – INC., A FLORIDA CORPORATION, LESSEE, RECORDED DECEMBER 19, 1997 IN OFFICIAL RECORDS BOOK 1565, PAGE 169 AND TOGETHER WITH THE GENERAL CONVEYANCE, BILL OF SALE AND ASSIGNMENT DATED JANUARY 20, 1998 AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF ASSIGNMENT OF LEASE BY AND BETWEEN AMERICAN TOWERS, INC., A DELAWARE CORPORATION, F/K/A AMERICAN TOWER SYSTEMS (DELAWARE), INC., A DELAWARE CORPORATION, SUCCESSOR BY MERGER TO OPMUSA– INC., A FLORIDA CORPORATION, ASSGNOR, AND AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP, F/K/A AMERICAN TOWER SYSTEMS, L.P., A DELAWARE LIMITED PARTNERSHIP, ASSGNOR, RECORDED FEBRUARY 28, 2000 IN OFFICIAL RECORDS BOOK 1797, PAGE 2221 AND TOGETHER WITH THE AMENDED AND RESTATED LEASE SUPPLEMENT DATED SEPTEMBER 29, 2008 AND EASEMENT AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF AGREEMENT BY AND BETWEEN AMERICAN TOWERS, INC., A DELAWARE CORPORATION, SUCCESSOR IN INTEREST TO OPM–USA–INC., LESSOR, AND VERIZON WIRELESS PERSONAL COMMUNICATIONS LP D/B/A VERIZON WIRELESS, A DELAWARE LIMITED PARTNERSHIP, LESSEE, RECORDED OCTOBER 8, 2008 IN OFFICIAL RECORDS BOOK 3687, PAGE 1088, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
17. LEASE SCHEDULE DATED DECEMBER 8, 1997 AND MASTER ASSIGNMENT, CONSTRUCTION AND LEASE AGREEMENT DATED JULY 23, 1996 AND INGRESS/EGRESS AND UTILITY EASEMENT AS EVIDENCED BY AND TOGETHER WITH THE SHORT FORM LEASE SCHEDULE BY AND BETWEEN OPM–USA–INC., A FLORIDA CORPORATION, GRANTEE, AND PRIMED PERSONAL COMMUNICATIONS LIMITED PARTNERSHIP, A DELAWARE LIMITED PARTNERSHIP, GRANTEE, RECORDED DECEMBER 11, 1997 IN OFFICIAL RECORDS BOOK 1568, PAGE 742, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
18. UTILITY EASEMENT IN FAVOR OF OPM–USA–INC., A FLORIDA CORPORATION, RECORDED JANUARY 6, 1998 IN OFFICIAL RECORDS BOOK 1574, PAGE 1224, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
19. LEASE AND PCS SITE AGREEMENT DATED DECEMBER 26, 1997 AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF PCS SITE AGREEMENT BETWEEN OPM–USA, INC. AND SPRINTCOM, INC., A KANSAS CORPORATION, RECORDED MAY 15, 1998 IN OFFICIAL RECORDS BOOK 1609, PAGE 1441, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
20. LICENSE AGREEMENT DATED AUGUST 18, 2000 AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF AGREEMENT BY AND BETWEEN AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP, LESSOR, AND AT&T WIRELESS SERVICES OF FLORIDA, INC., A FLORIDA CORPORATION, LICENSEE, RECORDED SEPTEMBER 19, 2000 IN OFFICIAL RECORDS BOOK 1861, PAGE 2256, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
21. COMMUNICATIONS SITE SUBLEASE AGREEMENT DATED DECEMBER 31, 1997 AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF AGREEMENT BY AND BETWEEN OPM–USA, INC., A FLORIDA CORPORATION, SUBLESSOR, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, D/B/A NEXTEL COMMUNICATIONS, SUBLESSEE, RECORDED SEPTEMBER 10, 2001 IN OFFICIAL RECORDS BOOK 1999, PAGE 171 AND TOGETHER WITH THE FIRST AMENDMENT TO COMMUNICATIONS SITE SUBLEASE AGREEMENT DATED SEPTEMBER 28, 1999 AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF AMENDMENT BY AND BETWEEN AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP, SUCCESSOR IN INTEREST TO OPM–USA, INC., A FLORIDA CORPORATION, SUBLESSOR, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, D/B/A NEXTEL COMMUNICATIONS, SUBLESSEE, RECORDED AUGUST 30, 2002 IN OFFICIAL RECORDS BOOK 2165, PAGE 1563 AND FURTHER EVIDENCED AND TOGETHER WITH THE CORRECTED MEMORANDUM OF AGREEMENT BY AND BETWEEN AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP, SUCCESSOR IN INTEREST TO OPM–USA, INC., A FLORIDA CORPORATION, OWNER, AND NEXTEL SOUTH CORP., A GEORGIA CORPORATION, TENANT, RECORDED SEPTEMBER 19, 2006 IN OFFICIAL RECORDS BOOK 3262, PAGE 2462, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
22. TERMS AND CONDITIONS OF THE MAINTENANCE OF THE STORMWATER RETENTION AREA AS CONTAINED IN THAT CERTAIN TEMPORARY NON-EXCLUSIVE EASEMENT DEED RECORDED FEBRUARY 20, 2003 IN OFFICIAL RECORDS BOOK 2263, PAGE 300, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [LIES IN SOUTHWEST CORNER OF TRACT 61-EASEMENT APPEARS TO BE EXPIRED AS OF MAY 31, 2003 AND IS NOT PLOTTED]
23. TERMS AND CONDITIONS OF THE MAINTENANCE OF THE STORMWATER RETENTION AREA AS CONTAINED IN THAT CERTAIN TEMPORARY NON-EXCLUSIVE EASEMENT DEED RECORDED OCTOBER 23, 2003 IN OFFICIAL RECORDS BOOK 2436, PAGE 1013, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [LIES IN SOUTHWEST CORNER OF TRACT 61-EASEMENT APPEARS TO BE EXPIRED AS OF OCTOBER 15, 2004 AND IS NOT PLOTTED]
24. LEASE, GUY WIRE EASEMENTS AND ACCESS, PARKING AND UTILITY EASEMENTS AS EVIDENCED BY AND TOGETHER WITH THE MEMORANDUM OF LEASE BY AND BETWEEN CLONTS GROVES, INC., A FLORIDA CORPORATION, LESSOR, AND AMERICAN TOWER, L.P., A DELAWARE LIMITED PARTNERSHIP, LESSEE, RECORDED SEPTEMBER 22, 2011 IN OFFICIAL RECORDS BOOK 4075, PAGE 2248, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [DOES NOT AFFECT]
25. TERMS, CONDITIONS, OBLIGATIONS, DEDICATIONS AND PROVISIONS AS SET FORTH AND CONTAINED IN THAT CERTAIN SETTLEMENT AGREEMENT RECORDED NOVEMBER 22, 2017 IN OFFICIAL RECORDS BOOK 5030, PAGE 1620, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. [AFFECTS – NOT PLOTTABLE]

LEGEND AND ABBREVIATIONS:

±	MORE OR LESS	NO.	NUMBER	FLAG POLE
AC	ACRES	(NR)	NON-RADIAL	MAIL BOX
A/C	AIR CONDITIONER	ORB	OFFICIAL RECORDS BOOK	HANDY-CAP PARKING
ADV	ADVANCE DRAINAGE SYSTEM PIPE	OHU	OVER-HEAD UTILITIES	BOLLARD
ASPH	ASPHALT PAVEMENT	(P)	PLAT	CENTRAL ANGLE
BWF	BARBED-WIRE FENCE	P.B.	PLAT BOOK	BREAK LINE
(C)	CALCULATED	PC	POINT OF CURVATURE	SET 4"x4" CM (LB 8011)
C&C	CURB & GUTTER	PCC	POINT OF COMPOUND CURVATURE	FOUND 4"x4" CM (AS NOTED)
CB	CHORD BEARING	PCM	POURED CONCRETE MONUMENT	SET N/D (LB 8011)
CH	CHORD DISTANCE	PCP	PERMANENT CONTROL POINT	FOUND N/D (AS NOTED)
CL	CENTER LINE	PCT(S)	PAGE/PAGES	SET 5/8" IRC (LB 8011)
CLF	CHAIN-LINK FENCE	(I)	POINT OF INTERSECTION	FOUND IRON ROD (AS NOTED)
CM	CONCRETE MONUMENT	PLS	PROPERTY LINE	FOUND IRON PIPE (AS NOTED)
CMF	CORRUGATED METAL PIPE	P.O.B.	PROFESSIONAL LAND SURVEYOR	FOUND RAIL ROAD SPIKE (AS NOTED)
CONC.	CONCRETE	P.O.B.	POINT OF BEGINNING	FOUND "X" CUT
CTV	CABLE TELEVISION	P.O.C.	POINT OF COMMENCEMENT	BENCHMARK (AS NOTED)
(D)	DEED	PCC	POINT ON CURVE	AIR CONDITIONER
D.B.	DEED BOOK	PRC	POINT OF REVERSE CURVATURE	CABLE TELEVISION RISER BOX
D.E.	DRAINAGE EASEMENT	PRM	PERMANENT REFERENCE MONUMENT	ELECTRIC JUNCTION BOX
E.LC	ELEVATION	PSM	PROFESSIONAL SURVEYOR MAPPER	TELEPHONE RISER BOX
ELEC	ELECTRIC	PVC	POINT OF TANGENCY	UTILITY RISER BOX
ESMT	EASEMENT	PVC	POLYVINYL CHLORIDE PIPE	WATER METER
E/P	EDGE OF PAVEMENT	R	RADIUS	WIRE PULL BOX
E/W	APPROXIMATE EDGE OF WATER	(R)	RADIAL	TRAFFIC SIGNAL BOX
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION	ROM	ROUND CONCRETE MONUMENT	ELECTRICAL TRANSFORMER
F.F.	FINISHED FLOOR	R/W	RIGHT OF WAY	WOOD UTILITY POLE
FRM	FLOOD (FLORIDA) INSURANCE RATE MAP	RCF	REINFORCED CONCRETE PIPE	CONCRETE UTILITY POLE
FVC	FLOOD FLOOD	RCF	RECOVERED	METAL UTILITY POLE
FND	FOUND	SEC	SECTION	TRAFFIC SIGNAL POLE
HDPE	HIGH DENSITY POLYETHYLENE PIPE	SRF	SPLIT RAIL FENCE	GUY POLE
HWF	HOG-WIRE FENCE	SS	SANITARY SEWER	GUY ANCHOR
IB	IDENTIFICATION	T/B	APPROXIMATE TOP OF BANK	TRAIL POLE
INV	INVERT ELEVATION	T/S	APPROXIMATE TOE OF SLOPE	FLOOD LIGHT
IP	IRON PIPE	TBM	TEMPORARY BENCH MARK	CATCH BASIN/DROP INLET
IR	IRON PIPE & CAP	U.E.	UTILITY EASEMENT	CLEAR OUT
IRC	IRON ROD & CAP	(TYP)	TYPICAL	STORM MANHOLE
L	ARC LENGTH	WF	WOOD FENCE	ELECTRIC METER
LB	LIQUOR BUSINESS	WF	WROUGHT IRON FENCE	SANITARY MANHOLE
(M)	MEASURED	W/F	WITH	LIQUOR BUSINESS MANHOLE
MAP	MAP BOOK	W/	WATER VALVE	WELL
MES	MISERED AND SECTION	W/	GAS VALVE	FIBER-OPTIC CABLE MARKER
NAVD	NORTH AMERICAN VERTICAL DATUM	W/	IRRIGATION CONTROL VALVE	SINGLE POLE SIGN
NGVD	NATIONAL GEODETIC VERTICAL DATUM	W/	WATER SPIGOT	DOUBLE POLE SIGN
N/D	NAIL & DISK	W/	FIRE HYDRANT	WETLAND FLAG



Dewberry
131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
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WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

ALTA/NSPS LAND TITLE SURVEY

-FOR- OLYMPUS SPORTS & ENTERTAINMENT GROUP, LLC

LEGAL DESCRIPTION:

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACTS 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59, 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.19 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°42'25"W, A DISTANCE OF 1580.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422.1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES: N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 107°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S89°52'26"E, A DISTANCE OF 9.28 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 561.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1391.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°23'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2664.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

NORTH BRADSHAW ROAD, AN EXISTING 20.00 FOOT WIDE COUNTY MAINTAINED AND GRADED DIRT ROADWAY LYING IN THE EASTERLY PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WITHIN THE BOUNDS OF THE PREVIOUSLY DESCRIBED PARCEL.

CONTAINING: 247.02 ACRES MORE OR LESS.

SPECIAL NOTE:

THE FOLLOWING NOTE HAS BEEN TAKEN FROM A PREVIOUS SURVEY PERFORMED BY SURVITECH SOLUTIONS, INC DATED 09/04/12 IN REGARDS TO THE RIGHT-OF-WAY FOR SCHOFIELD ROAD. DEWBERRY HAS ACQUIRED TO SAID RIGHT-OF-WAY FOR CONTIGUITY BETWEEN THE RIGHT-OF-WAY AND THE SUBJECT PARCEL.

SCHOFIELD ROAD RIGHT-OF-WAY NOTE:

SURVITECH BELIEVES THAT THERE ARE CONFLICTS WITH THE RIGHT-OF-WAY WIDTH FOR SCHOFIELD ROAD AND THAT THE WIDTH OF THE RIGHT-OF-WAY SHOULD BE 33 FEET AND NOT 48 FEET AS DEPICTED ON THE RIGHT-OF-WAY MAPS PER F.D.O.T. PROJECT ID: 028422. SURVITECH HAS COME TO THIS CONCLUSION BASED ON THE FOLLOWING:

FIRST, SURVITECH IS FAIRLY CONFIDENT THAT THE SAID RIGHT-OF-WAY MAPS DEPICT THE RIGHT-OF-WAY AS 48 FEET WIDE BECAUSE DEED BOOK 225, PAGE 510 CALLS FOR THE EAST 33 FEET OF TRACTS 33, 48, 49, AND 64 AS WELL AS THE NORTH 33 FEET OF TRACTS 33, 34, 35, AND 36 OF THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27. SAID DEED ALSO CALLS FOR THE NORTH 33 FEET OF THAT PART OF TRACT 37 LYING EAST OF US HIGHWAY 27, AND THAT THE PLAT OF MONTE VISTA PARK FARMS DEPICTS A 15 FOOT STRIP ALONG THE NORTH SIDE OF TRACTS 33, 34, 35, 36, AND 37 AND ALONG THE EAST SIDE OF TRACTS 33, 48, 49, AND 64. AT FIRST GLANCE, SAID 15 FOOT WIDE STRIPS APPEAR TO BE PUBLIC RIGHT-OF-WAY; SO, ASSUMING THAT THE PLAT DEDICATED 15 FEET OF RIGHT-OF-WAY AND ASSUMING THAT THE BOUNDARIES OF SAID TRACTS PER DEED MAKES THE RIGHT-OF-WAY OF SCHOFIELD ROAD 48 FEET WIDE.

HOWEVER, SURVITECH BELIEVES THAT THE BOUNDARIES OF SAID TRACTS ACTUALLY EXTEND TO THE SECTION AND QUARTER SECTION LINES ADJACENT THERETO. THE REASONS BEING ARE THAT SAID PLAT SPECIFICALLY STATES THAT "THE FEET IN THE STREETS AND ROADS SHOWN ON THIS PLAT IS HEREBY RESERVED TO THE RECORD OWNERS OF THE LANDS THERE IN CONTAINED AND THEIR ASSIGNS AND ONLY AN EASEMENT FOR THE BENEFIT OF THE PUBLIC, AND PURCHASERS, FOR TRAVEL AND NECESSARY DRAINAGE OF SAID ROADS, BY REFERENCE TO THIS PLAT IS HEREBY GRANTED". AFTER READING THIS STATEMENT, SURVITECH SCALED THE SIZE OF THE LOTS AND FOUND THAT THE WIDTH OF TRACTS 33 AND 48 IS LESS THAN THE INTERIOR TRACTS 34 AND 35. THIS AND THE ABOVE PLAT STATEMENT LEAD THE SURVEYOR TO BELIEVE THAT THE ORIGINAL INTENT OF THE PLAT WAS FOR THE 15 FOOT WIDE STRIPS TO BE INCLUDED IN THE OWNERSHIP OF THE TRACTS LYING ADJACENT THERETO, THEREBY, MAKING THE TRACTS EQUAL SIZE.

FURTHERMORE, WITHIN SAID DEED BOOK 225, PAGE 510 THERE IS ANOTHER PARAGRAPH THAT TAKES THE "EAST 33 FEET OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST". WITH SAID SECTION 28 LYING DIRECTLY SOUTH OF SAID PLAT OF MONTE VISTA PARK FARMS, IF THE RIGHT-OF-WAY WAS TO BE AS SAID F.D.O.T. MAPS DEPICTS THAN THERE WOULD BE A JOG IN THE RIGHT-OF-WAY OF THE ROAD WHERE IT TRANSITIONS FROM SAID PLAT TO SAID SECTION 28. SURVITECH'S BELIEF THAT THE ORIGINATOR OF SAID DEED WAS UNDER THE SAME IMPRESSION AS SURVITECH, IN THAT THE 15 FOOT WIDE STRIPS WERE OWNED BY THE OWNER'S OF THE ADJACENT TRACTS AND ONLY AN EASEMENT WAS DEDICATED ACROSS THE 15 FOOT WIDE STRIP. THEREFORE, WHEN SAID DEED TAKES 33 FEET FROM THE EAST AND NORTH OF SAID TRACTS, THE 33 FEET SHOULD BE TAKEN FROM THE SECTION AND QUARTER SECTION LINES AND NOT FROM THE EASEMENT LINES OF THE TRACTS AS DEPICTED ON SAID PLAT. IN DOING SO, THIS ELIMINATES ANY JOGS IN THE RIGHT-OF-WAY AND MAKES THE WIDTH OF THE RIGHT-OF-WAY 33 FEET INSTEAD OF THE 48 FEET AS DEPICTED IN SAID F.D.O.T. MAPS.



VICINITY MAP
NOT TO SCALE

SURVEY NOTES:

- BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF S00°18'09"E ALONG THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
- ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 12069C0675E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "A" AND PARTIALLY LIES WITHIN A FLOOD HAZARD AREA.
- THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 6741948, DATED DECEMBER 18, 2017.
- UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
- LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
- NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
- WETLAND AREAS SHOWN HEREON WERE IS PER FIELD LOCATED WETLAND FLAGS PER CARTER ENVIRONMENTAL SERVICES, INC, FLAGGED ON 02/20/2018.
- THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.
- THE NORTH RIGHT OF WAY LINE OF SCHOFIELD ROAD AS SHOWN HEREON IS PER THE LAKE COUNTY PROPERTY APPRAISER WEBSITE, NO PUBLIC RECORDINGS WERE PROVIDED TO THIS FIRM FOR THE PORTION OF THE MAINTAINED ROADWAY BY LAKE COUNTY, FLORIDA.
- THAT PORTION OF SCHOFIELD ROAD (DIRT ROAD) LYING IN SECTIONS 21 AND 28 PARTIALLY LIES OUTSIDE OF THE DEDICATED RIGHT OF WAY AND ENCLOSED WITHIN THE SUBJECT PARCEL AS SHOWN. ACCORDING TO LAKE COUNTY RIGHT OF WAY DEPARTMENT SAID GRADED ROAD IS MAINTAINED BY OSCEOLA COUNTY.
- NORTH BRADSHAW ROAD SHOWN HEREON IS A 20.00 FOOT WIDE GRADED DIRT ROAD MAINTAINED BY LAKE COUNTY, FLORIDA. LAKE RIGHT OF WAY DEPARTMENT DOES NOT HAVE ANY PUBLIC DEDICATION RECORDINGS FOR THIS ROADWAY AND IT APPEARS THAT THE INTENT OF SAID ROADWAY TO RESIDE WITHIN THE ABOVE PLATTED RIGHT OF WAY SHOWN ON THE PLAT OF MONTE CRISTO AS REFERENCED HEREON.

SURVEYOR'S CERTIFICATE:

TO OLYMPUS SPORTS & ENTERTAINMENT GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY; CLONTS GROVES, INC, A FLORIDA CORPORATION; SHUTTS & BOWEN LLP; AKERMAN, LLP; FIDELITY NATIONAL TITLE INSURANCE COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 6(a), 7(a), 7(b)(1), 8, 9, 10, 11, 13, 14, 16, 17, 19 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON 02/06/18

DATE OF PLAT OR MAP: 02/16/18

I FURTHER CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-.052, FLORIDA ADMINISTRATIVE CODE.

WILLIAM D. DONLEY
FLORIDA LICENSED SURVEYOR & MAPPER NO. 1S 5381

DATE

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

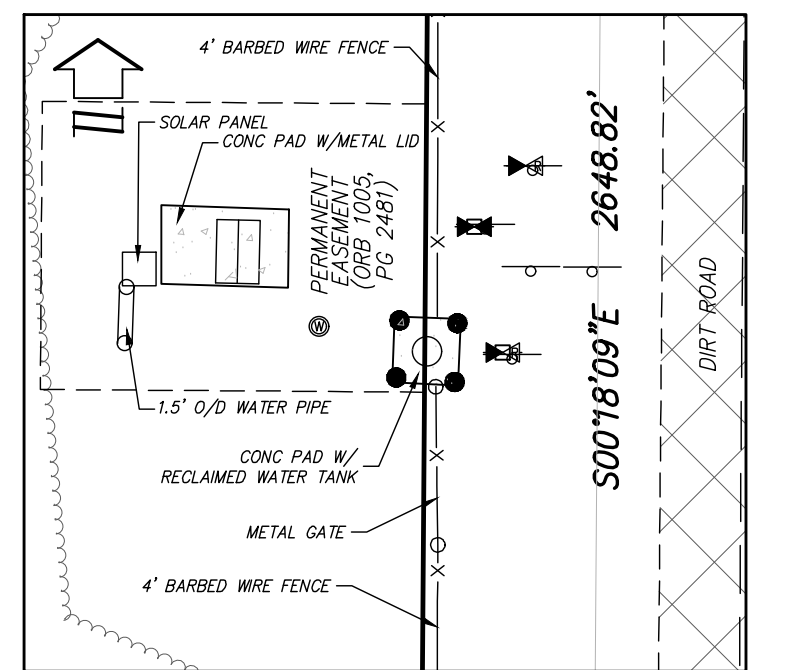
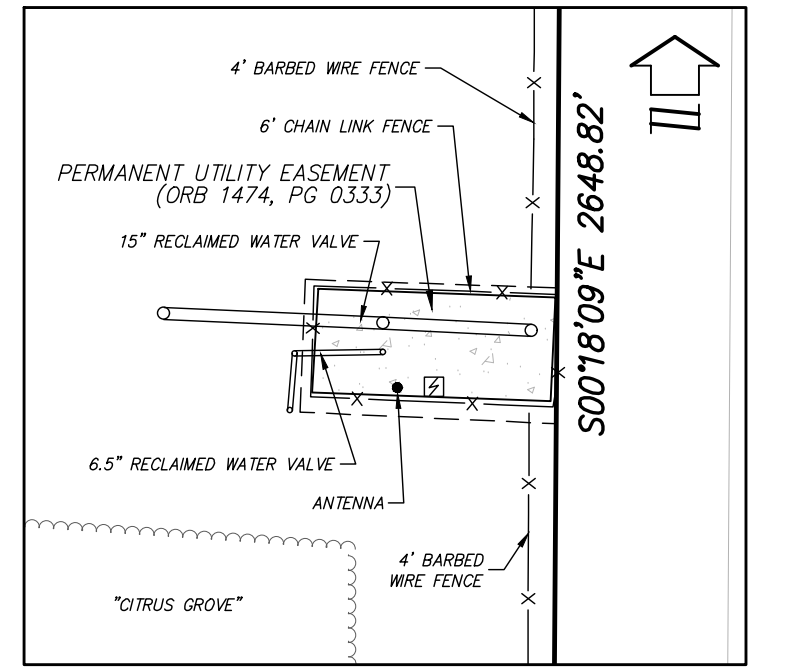
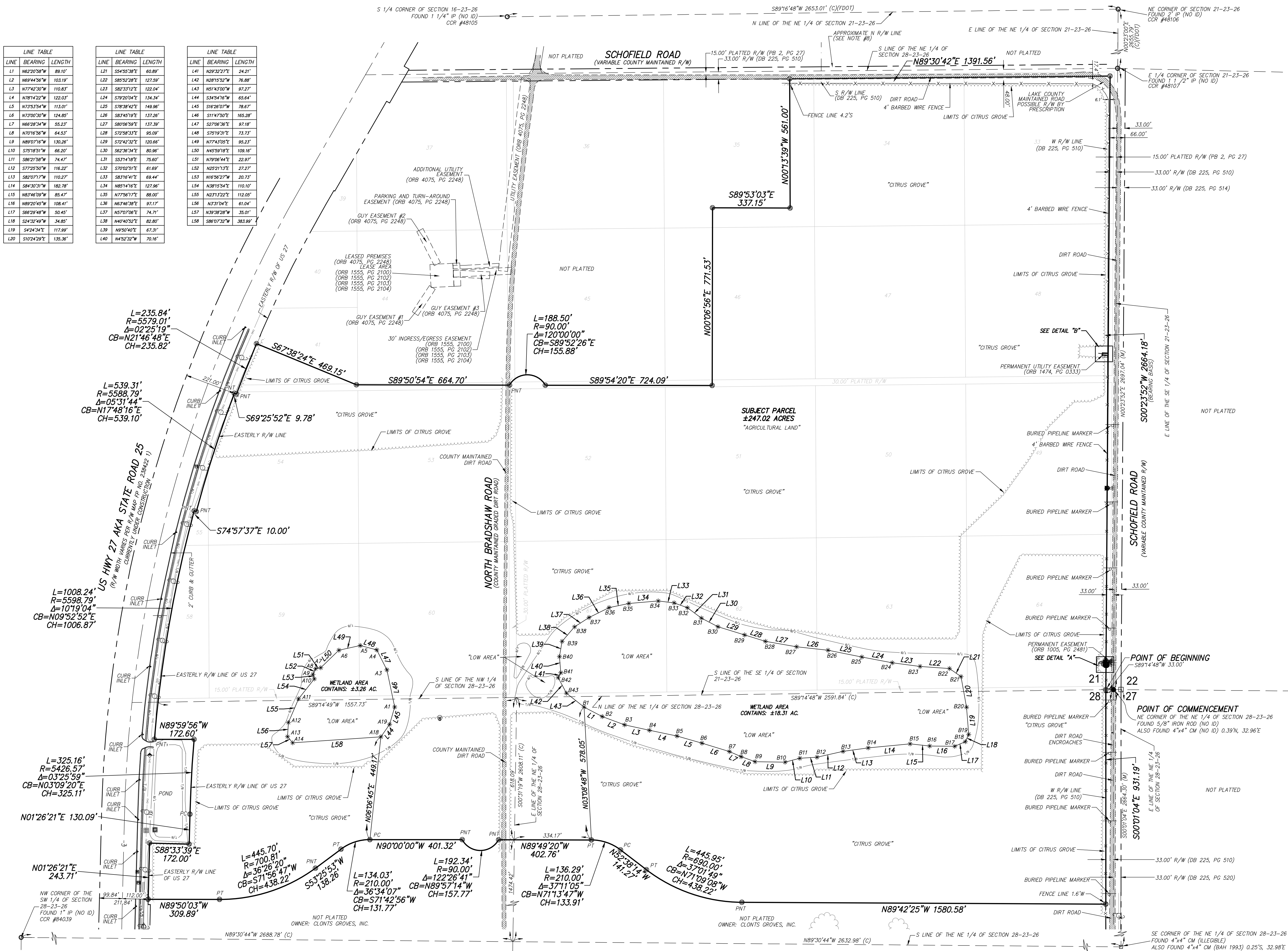
R E V I S I O N S					 Dewberry 131 WEST KALEY STREET ORLANDO, FLORIDA 32806 PHONE: 321.354.9826 FAX: 407.648.9104 WWW.DEWBERRY.COM CERTIFICATE OF AUTHORIZATION NO. LB 8011	A PORTION OF SECTIONS 21 & 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LAKE COUNTY, FLORIDA				PLAT OF BOUNDARY SURVEY -FOR- OLYMPUS SPORTS & ENTERTAINMENT GROUP, LLC				FB/PG		FIELD DATE		PROJECT NO.		1 OF 2
FB/PG	DATE	DRAWN	REVISION	CKD		21,28-23-26 / 7		02/08/18		50098617										
N/A	03/14/18		ADDRESS AKERMAN COMMENTS	WDD																
N/A	04/10/18	MRP	ADDRESS SHUTTS COMMENTS	WDD																
N/A	05/16/18		ADDED WETLANDS	WDD																
N/A	10/22/18	MRP	REVISED LEGAL DESCRIPTION	WDD							DRAWING DATE		BY	APPROVED	SCALE					
												02/16/18	MRP	WDD	N/A					

Drawing name: S:\Employee Mike Phillips\Autocad\KPublish_8880\Olympus_sundry_released 102218.dwg Sheet 2 Oct. 22, 2018 5:36pm by: mphilips

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°20'58"W	89.10'
L2	N69°44'56"W	103.19'
L3	N72°42'30"W	110.83'
L4	N78°44'22"W	122.03'
L5	N73°53'54"W	113.01'
L6	N73°00'30"W	124.85'
L7	N66°28'14"W	55.23'
L8	N70°16'56"W	64.53'
L9	N89°07'16"W	130.26'
L10	S75°16'51"W	66.20'
L11	S86°21'58"W	74.47'
L12	S77°25'50"W	116.32'
L13	S82°07'17"W	110.27'
L14	S84°30'31"W	182.78'
L15	N83°46'59"W	85.47'
L16	N89°20'45"W	108.41'
L17	S86°29'46"W	50.45'
L18	S24°32'49"W	34.85'
L19	S42°34'34"E	117.89'
L20	S10°24'29"E	135.36'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S54°33'38"E	60.89'
L22	S85°52'28"E	127.59'
L23	S82°33'12"E	122.04'
L24	S79°20'04"E	134.34'
L25	S78°38'42"E	149.86'
L26	S83°45'19"E	137.26'
L27	S80°06'59"E	137.39'
L28	S72°58'33"E	95.00'
L29	S72°42'32"E	120.66'
L30	S62°36'34"E	80.96'
L31	S53°14'18"E	75.60'
L32	S70°52'25"E	61.69'
L33	S83°16'41"E	69.44'
L34	N85°14'16"E	127.96'
L35	N77°56'17"E	88.00'
L36	N63°46'38"E	97.17'
L37	N57°07'06"E	74.71'
L38	N40°40'52"E	82.80'
L39	N9°50'40"E	67.31'
L40	N4°32'32"W	70.16'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N28°32'27"E	24.21'
L42	N28°15'52"W	76.88'
L43	N51°43'00"W	97.27'
L44	S34°54'16"W	65.64'
L45	S16°28'07"W	78.67'
L46	S11°47'50"E	165.38'
L47	S27°06'36"E	97.18'
L48	S75°19'31"E	73.73'
L49	N77°43'05"E	95.23'
L50	N45°58'18"E	109.16'
L51	N78°06'44"E	22.97'
L52	N25°11'13"E	27.37'
L53	N16°36'27"W	20.73'
L54	N38°15'54"E	110.10'
L55	N23°13'22"E	112.85'
L56	N33°10'4"E	61.04'
L57	N39°38'28"W	25.01'
L58	S86°07'32"W	383.99'



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	03/14/18		ADDRESS AKERMAN COMMENTS	WDD
	05/16/18		ADDED WETLANDS	WDD

Dewberry

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ORLANDO, FLORIDA 32806
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WWW.DEWBERRY.COM

CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTIONS 21 & 28, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
OLYMPUS SPORTS &
ENTERTAINMENT GROUP, LLC

FB/PG		FIELD DATE		PROJECT NO. 50098617	2 OF 2
21,28-23-26 / 7		02/08/18			
DRAWING DATE	BY	APPROVED		SCALE 1" = 200'	
02/16/18	MRP	WDD			



Annex 1809-0001

**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.

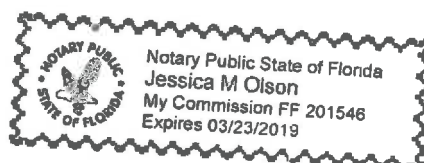
IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 10th day of July, 2018.

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

W. C. C. - Pres.
Landowner (Petitioner)

7/9/18
Date

Jessica M. Olson
Notary Public
3/23/2019
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: 7-10-2018

Before me, the undersigned authority personally appeared W. Rex Clonts Jr., President of Clonts Groves, Inc. (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:
Municipal Services & Utilities
Comprehensive Plan Amendment & PUD
3. That said authority (owner) has appointed (agent's name) Dan O'Keefe and/or Brian Wheeler 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 W. Rex Clonts Jr. - Pres.
Owner (signature)

X [Signature]
Agent's (signature)

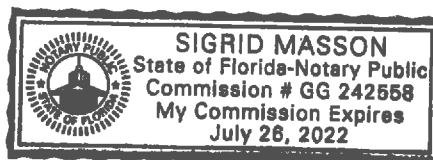
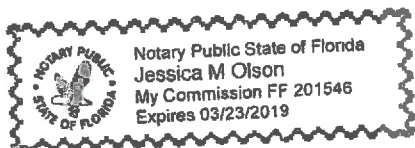
Sworn to and subscribed before me this 10th day of July, 2018.

Jessica M. Olson
Notary Public, State of FL
My commission expires: 3/23/2019

Sworn to and subscribed before me this 4th day of September, 2018.

Sigrid Masson
Notary Public, State of FL
My commission expires: 7/26/2022

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



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday December 11, 2018 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

ORDINANCE NO. 2018-35

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

LOCATION:

1.5 miles south of the Lake Louisa Road and US Highway 27 intersection
East of US Highway 27 and west of Schofield Road
Approximately 247.02 +/- Acres
Portions of Alternate Keys 1594600 & 1462436

LEGAL DESCRIPTION

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.19 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°42'25"W, A DISTANCE OF 1580.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 561.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1391.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°23'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2664.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:
NORTH BRADSHAW ROAD, AN EXISTING 20.00 FOOT WIDE COUNTY MAINTAINED AND GRADED DIRT ROADWAY LYING IN THE EASTERLY PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WITHIN THE BOUNDS OF THE PREVIOUSLY DESCRIBED PARCEL.

CONTAINING: 247.02 ACRES MORE OR LESS.

Location Map:



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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

D047272 - November 27 & December 4, 2018

☐ **PROOF O.K. BY:** _____

☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D047272 (100%)

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, January 22, 2019

Agenda Item Name

Ordinance No. 2018-34 *Adoption Olympus CPA*

Requested Action

Postpone to date certain.

Staff Report

Background

The applicant, Olympus Sports and Entertainment (OSE) has requested an amendment to the Future Land Use Map of the City of Clermont Comprehensive Plan. The City of Clermont Comprehensive Plan is a state required document that defines the City of Clermont long-range intentions regarding the nature and direction of future development.

This amendment application is associated with an annexation and an initial zoning application that have been filed with the City. Due to the required review by the State of Florida Department of Economic Opportunity (DEO) for the amendment to the Comprehensive Plan, this application is being presented to the P & Z Commission (PZC) to allow for transmittal to DEO to review and render its comments prior to a public hearing on the zoning application. The initial zoning request to Planned Unit Development (PUD) is tentatively scheduled to be heard by the PZC on November 6, 2018.

Request

The applicant is requesting the City to designate the property with a future land use category as Master Planned Development (MPD). The subject site is 247.37 gross acres in size. The current Future Land Use designation in unincorporated Lake County is Wellness Way Area Plan Town Center and Wellness Way Area Plan 1. The Wellness Way Area Plan allows for the following land use intensities:

Future Land Use Category Summary Table Maximum Density Allocation Table

Future Land Use Categories	Minimum Density/Net Buildable Acre	Maximum Density/Net Buildable Acre	Minimum Average FAR	Maximum Average FAR
Town Center	6.00 (d.u)	25.00 (d.u)	0.30	2.00
Wellness Way 1	3.00 (d.u)	20.00 (d.u)	0.25	2.00
Wellness Way 2	2.50 (d.u)	15.00 (d.u)	0.20	2.00
Wellness Way 3	2.00 (d.u)	10.00 (d.u)	0.15	2.00
Wellness Way 4	0.00	0.00	N/A	N/A

The following City of Clermont Comprehensive Plan policy describes the intent of the Master Planned Development Category:

Policy 1.7.2: Planned Development.

The master planned development category is intended to provide for two existing approved developments of

regional impact (DRI), King's Ridge DRI and Lost Lake Reserve DRI, the Black West proposed mixed-use development subject to a utility and annexation agreement approved by the City and new master planned, mixed-use projects that shall be applied only upon City Council approval of a development agreement that specifies the allowable types and distribution of land uses and the maximum number/density of residential units, and which demonstrates that public facilities and services meet the requirements of the City's Concurrency Management System. The maximum intensity for office and commercial uses shall be 0.25 FAR; 1.0 FAR for industrial uses; and 0.25 FAR for institutional uses. The FAR shall not be applied to the residential portion of a mixed-use development. The residential density and Floor Area Ratio (FAR) caps in the Master Planned Development FLU category are consistent with the Wellness Way Area Plan designations.

Property Information

The subject property is composed of 247.37 gross acres and located mostly within the City of Clermont Utility Service Area. The property is currently located within the Lake County Wellness Way Area Plan. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA) Agreements with Lake County.

The Applicant envisions a project that incorporates residential, commercial, office, sports & performance venues, open space and civic uses.

Current Property Use

At present, the subject property is a non-active orange grove, which has succumbed to citrus greening.

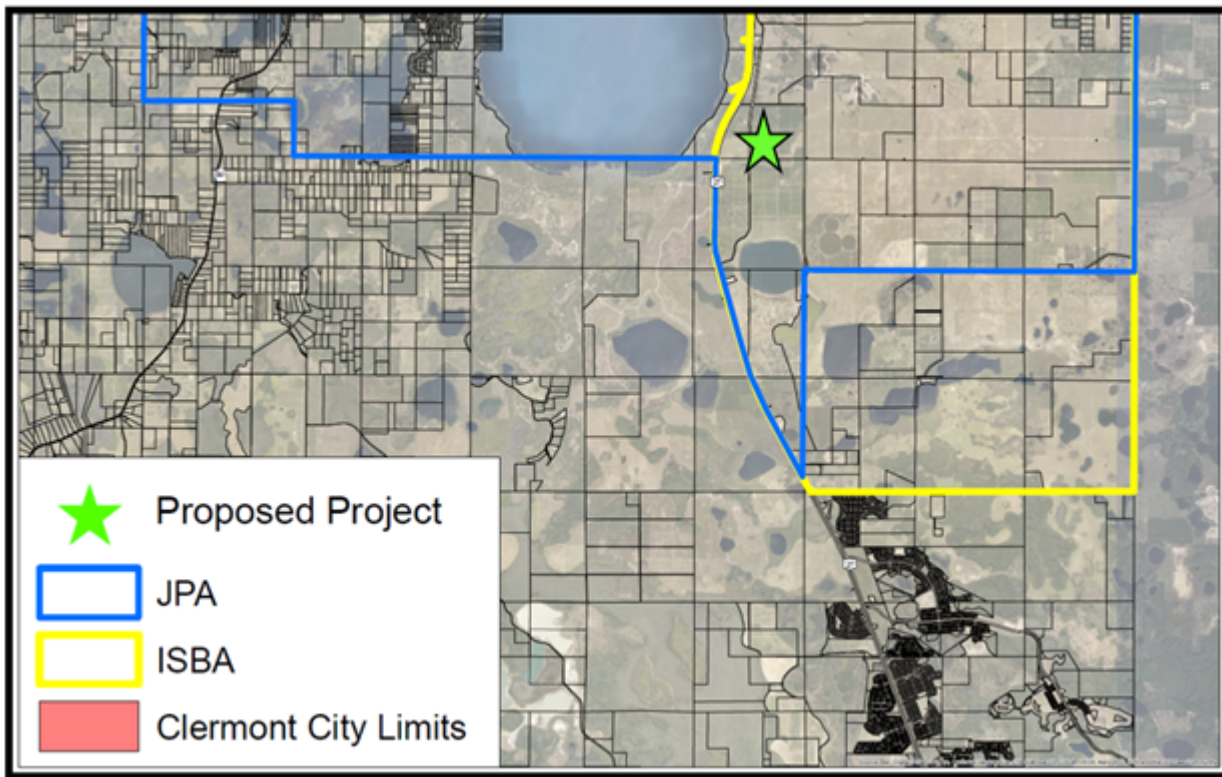




Analysis

The City of Clermont is the utility service provider for the subject property. The city has envisioned this area as next generation employment opportunities. The economic objective of this area is employment. Olympus is able to activate significant employment and economic opportunity for the City, region and state. Over 5,600 jobs in targeted sectors will be created. In their Economic and Fiscal Impact studies, Olympus is described as a world-class destination for Olympic and professional sports training and events activating over 5,600 jobs and \$1.4 billion in taxable value.

The applicant's request for a Comprehensive Plan Amendment to Master Planned Development FLU category provides for the long range designation for the use of the property and is not the detailed development approval. The future land use designation establishes the future character and urban form of the city in this area. This future land use application has a companion rezoning application, which will join after the State of Florida Economic Opportunity provides their review and comment.



State law requires the City to perform a public facilities evaluation for Comprehensive Plan Amendments that would increase the allowable density or intensity of a property. The Lake County future land use designation would permit intensities similar to the City of Clermont Master Plan land use. However, City staff has reviewed the ability to provide public services to ensure adequate services associated with the annexation.

Transportation: The subject property lying within the Wellness Way Area has an identified transportation network by Lake County. Currently, Lake County and the City of Clermont are participating in a Central Florida Expressway Authority (CFX) PD & E study on the corridor between US27 and SR429. It is anticipated that this project would result in a limited access toll facility owned and operated by CFX. The results of the PD & E are anticipated to be presented to the CFX Board in early 2019.

In addition to the CFX PD & E study, a Transportation Impact Analysis is currently underway by the applicant to identify the framework roadway network to support the Olympus project. The network to be studied includes Hancock Rd, Wellness Way Parkway and CR455. The findings of this study will be used to craft appropriate conditions for the PUD zoning application.

School Capacity: Olympus Sports and Entertainment has applied for Concurrency with the Lake County School Board for the proposed residential component of the project. The findings of that analysis will govern the development of the project.

Utilities: There is sufficient Potable Water and Wastewater treatment capacity in the City's facilities to support the proposed Olympus project. Negotiations are underway for the design, financing and construction of the required transmission and collection systems needed to service the project.

Public Safety: The City's long-range plan for facilities and services anticipates the expansion of the municipal

boundary to this southern area, consistent with the boundaries of the JPA and ISBA agreements. The City has the resources to serve this area with Police and Fire services. The City is evaluating the timing and staging of additional needed services as the project and area develop over time.

Parks and Open Space: The area is currently used for rural/agricultural uses and has no deficiencies at this time. The Olympus project has an expansive open space system that will be evaluated during the consideration of the PUD zoning process to ensure compliance with the appropriate level of service standard.

Staff Recommendation

Since the project is located within the City's JPA and ISBA boundary and the City can provide adequate public facilities and services, it is logical to support this future land use amendment along with the associated annexation request. The project incorporates residential, commercial, office, sports & performance venues, open space and civic uses. With this mix of uses, the most appropriate Future Land Use category is the City's Master Planned Development (MPD) designation. Staff recommends approval of Ordinance 2018-34 for the large-scale comprehensive plan amendment to change the future land use from Lake County Wellness Way-1 and Town Center to the City's Master Planned Development.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	Olympus CPA ORD 2018-34	Olympus CPA ORD 2018-34 Corrected Legal.doc
2.	CPA Application	CPA Application.pdf
3.	Olympus Maps	Olympus Maps.pdf
4.	Wellness Way Road Network	Wellness Way Road Network.pdf
5.	Wellness Way Comp Plan LC	Wellness Way Comp Plan LC.pdf
6.	ALTA Survey	Olympus_surbdry_revised 102218.pdf
7.	CPA Legal Ad	CPA Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2018-34

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

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING



CITY OF CLERMONT
ORDINANCE NO. 2018-34

SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.19 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°42'25"W, A DISTANCE OF 1580.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT



CITY OF CLERMONT
ORDINANCE NO. 2018-34

ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 561.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1391.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°23'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2664.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

NORTH BRADSHAW ROAD, AN EXISTING 20.00 FOOT WIDE COUNTY MAINTAINED AND GRADED DIRT ROADWAY LYING IN THE EASTERLY PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH,



CITY OF CLERMONT
ORDINANCE NO. 2018-34

RANGE 26 EAST AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WITHIN THE BOUNDS OF THE PREVIOUSLY DESCRIBED PARCEL.
CONTAINING: 247.02 ACRES MORE OR LESS.

Portions of Alternate Keys 1594600 & 1462436

CHANGE IN FUTURE LAND USE CLASSIFICATION

From Lake County: Wellness Way-1 and Town Center
To City of Clermont: Master Planned Development

SECTION 2.

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

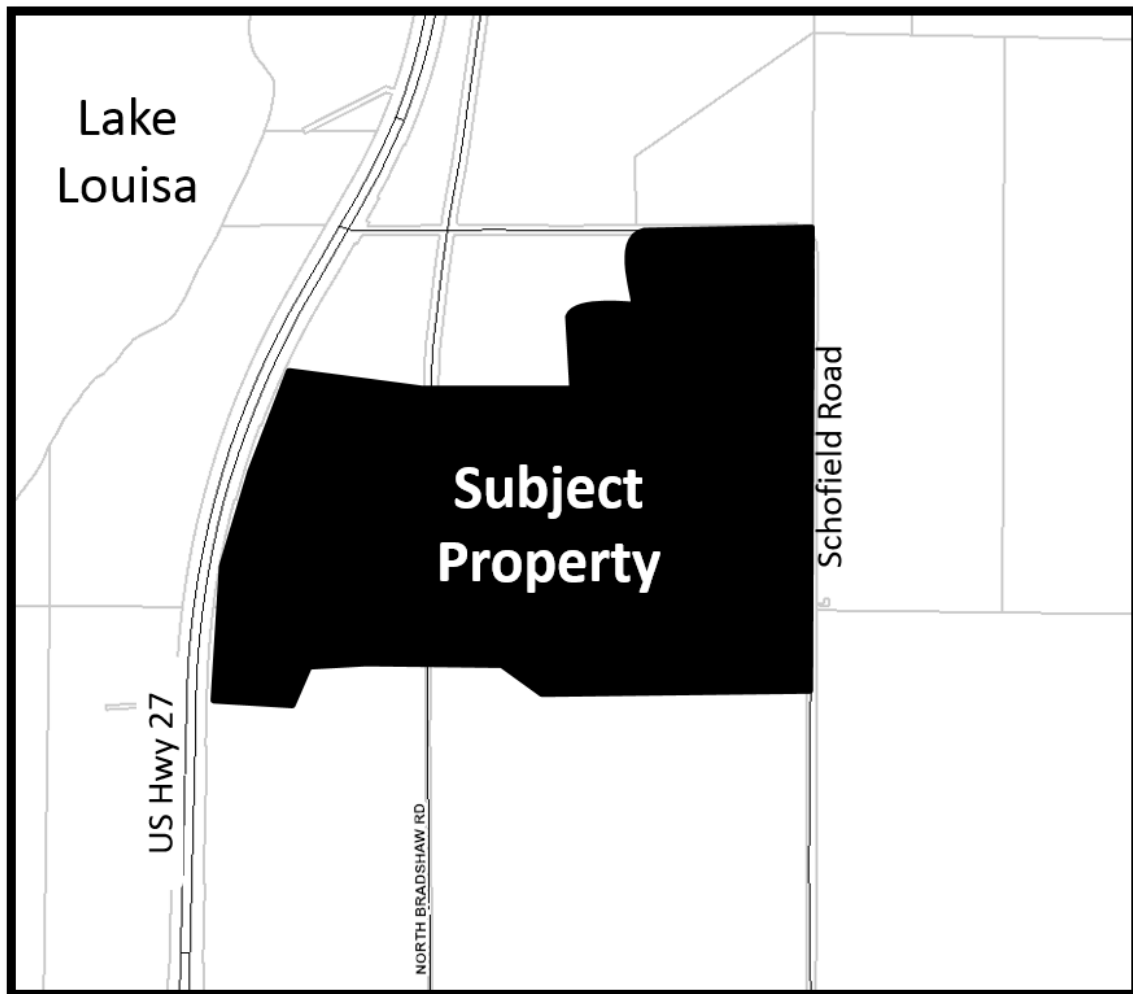
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2018-34

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 11th day of December, 2018.

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



Comp 1809-0001

CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 08/30/2018

FEE: \$2,325

Project Name (if applicable): OLYMPUS CLERMONT

Applicant: OLYMPUS SPORTS & ENTERTAINMENT

Contact Person: G. BRIAN WHEELER RLA

Address: 9822 TAPESTRY PARK CIRCLE SUITE 201

City: JACKSONVILLE State: FLORIDA Zip: 32246

Phone: 904-607-5005 Fax: N/A

E-Mail: BWHEELER@GGI-TAPESTRY.COM

OWNER: CLONTS GROVES INC c/o Cecelia Bonifay, Esq.

Address: 420 South Orange Avenue Suite 1200

City: Orlando State: FLORIDA Zip: 32801

Phone: 407-581-6205 Fax: 407-254-4230

E-Mail: cecelia.bonifay@akerman.com

General Location: US 27/ N. BRADSHAW Rd. & SCHOFIELD Rd.
East of Lake Louisa State Park

Legal Description (include copy of survey): Survey pdf file & Legal
word file provided

Property size (in acres or square feet): 247.37 ac.

Flood hazard area (yes) ☒ and approx. acreage 21.53 (no) ☐ contained

Existing (Actual) Land Use: orange grove on property

Existing Zoning: "A" AGRICULTURAL (Lake County)

Existing Future Land Use: WW-1 & TOWN CENTER (Lake County)

Proposed Future Land Use: MASTER PLANNED DEVELOPMENT

Type of development proposed: SPORTS VENUES, TRAINING, MEDICAL,
MIXED-USE VILLAGE, HOSPITALITY, RESIDENTIAL, PUBLIC USE



Proposed density (dwelling units/acre) or intensity: 4.4 du/ac 0.18 FAR

Proposed Zoning District: PLANNED UNIT DEVELOPMENT

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).

Subject Property was reviewed by DEO within the Wellness Way Area transmitted July 30, 2015 resulting in the Wellness Way Urban Service Area & Remedial Comprehensive Plan Amendment in Lake County. The Subject Property is within the established Joint Planning Area & Utility Service Boundary with Clermont.

Annexation of the Property into Clermont requires establishment of Future Land Use & Zoning. The requested FLU District & attendant PUD requirements provides equivalent development controls. Utility Service requirements have been determined.

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

G. BRIAN WHEELER

_____, 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
WW1 / WW TOWN CENTER to MASTER PLANNED DEVELOPMENT 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.

G. BRIAN WHEELER

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 August, 2018.



X Sigrid Masson
Notary Public, State of Florida at Large

My Commission Expires: _____



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

W. Rex Clonts Jr., President of Clonts Groves, Inc., who being

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

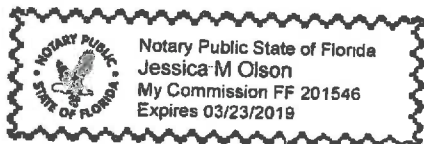
1. That he (she) is the fee-simple owner of the property legally described on the attachment of this application.
2. That he (she) desires a Future Land Use Amendment from Lake County Town Center to City of Clermont Master Planned Development for the property legally described on the attachment of this application.
3. That the owner of said property has appointed Dan O'Keefe and/or Brian Wheeler 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.

W. Rex Clonts Jr.
Affiant - Applicant Name (print)

X W. Rex Clonts Jr. - Pres.
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

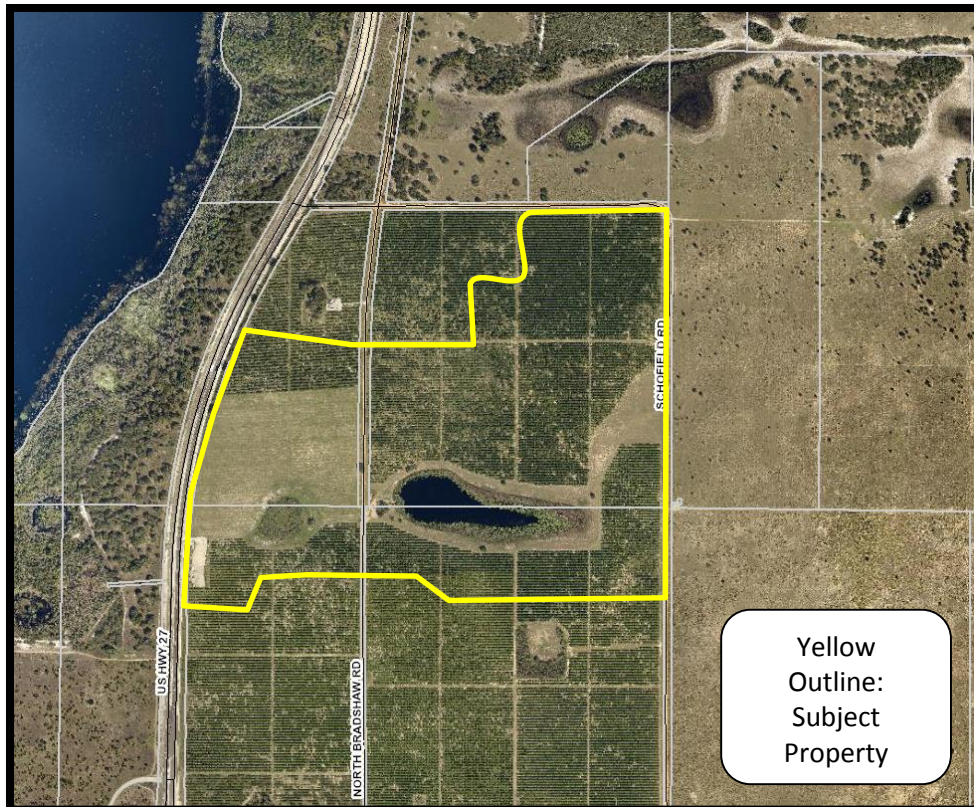
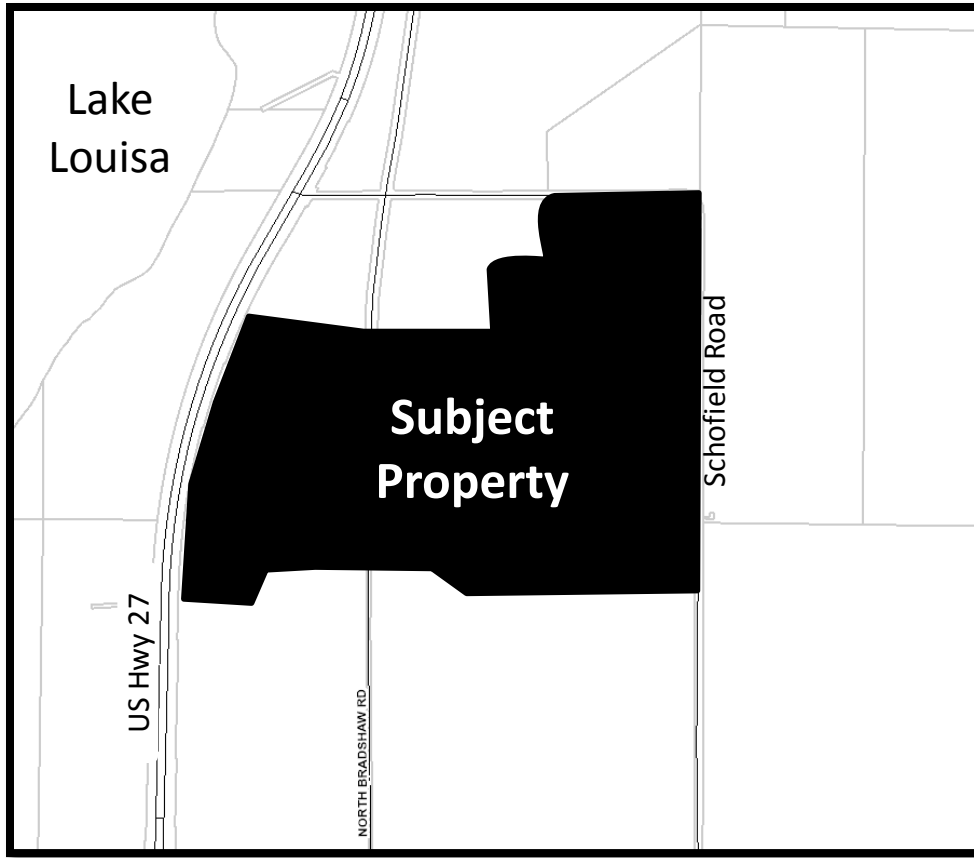
or personally known by me this 10th day of July, 2018.



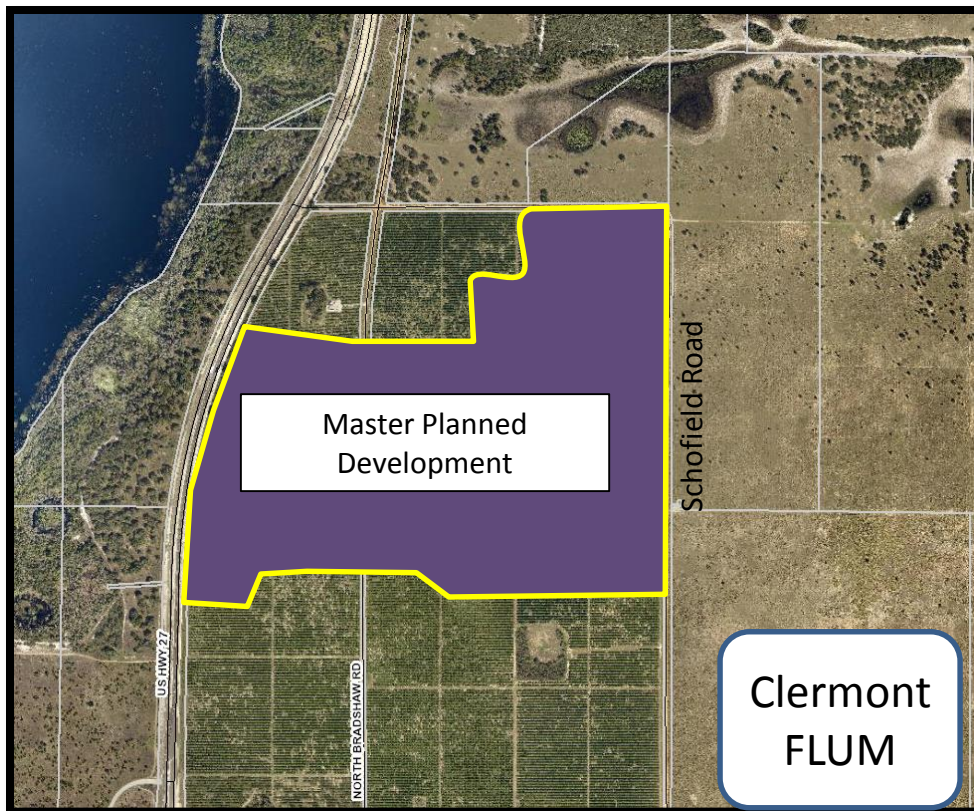
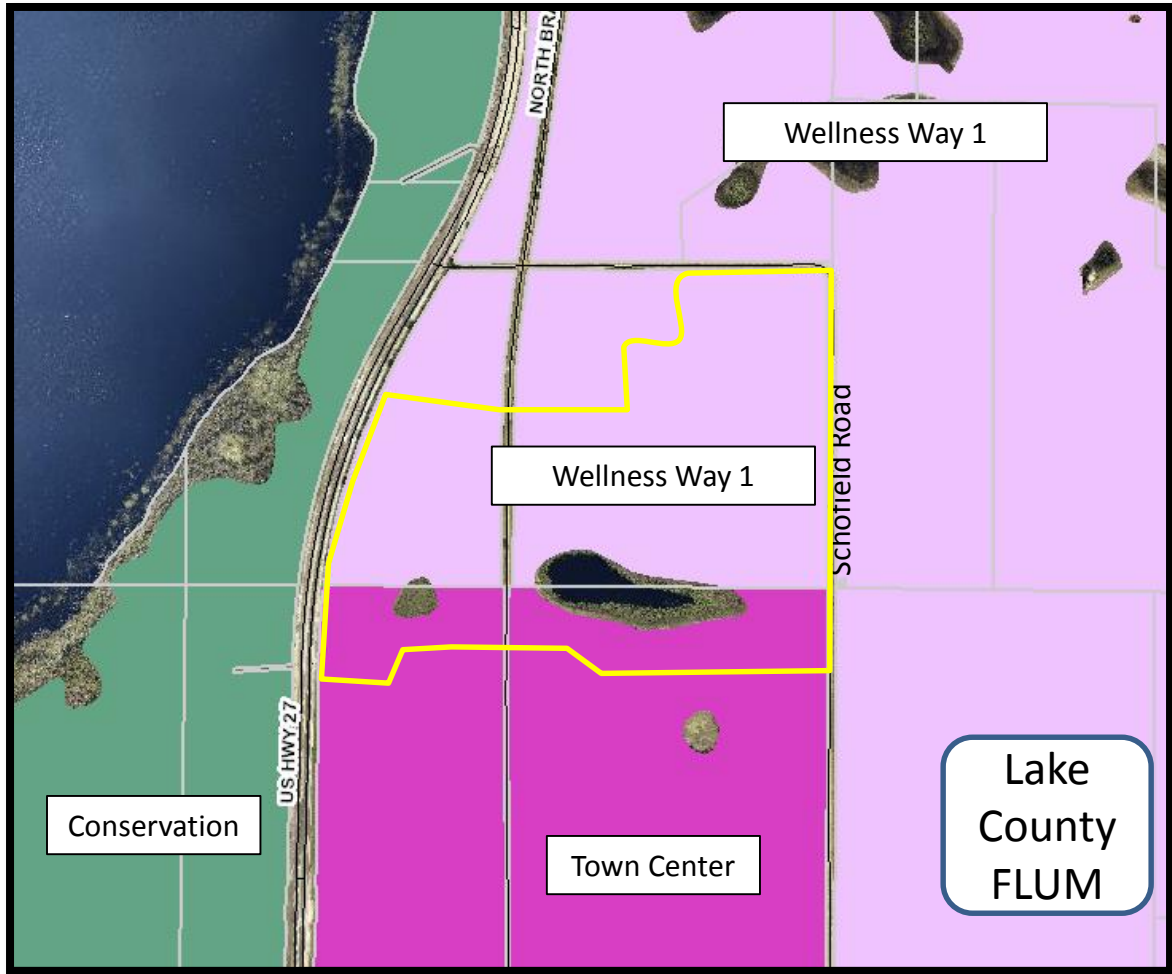
X Jessica M. Olson
Notary Public, State of Florida at Large

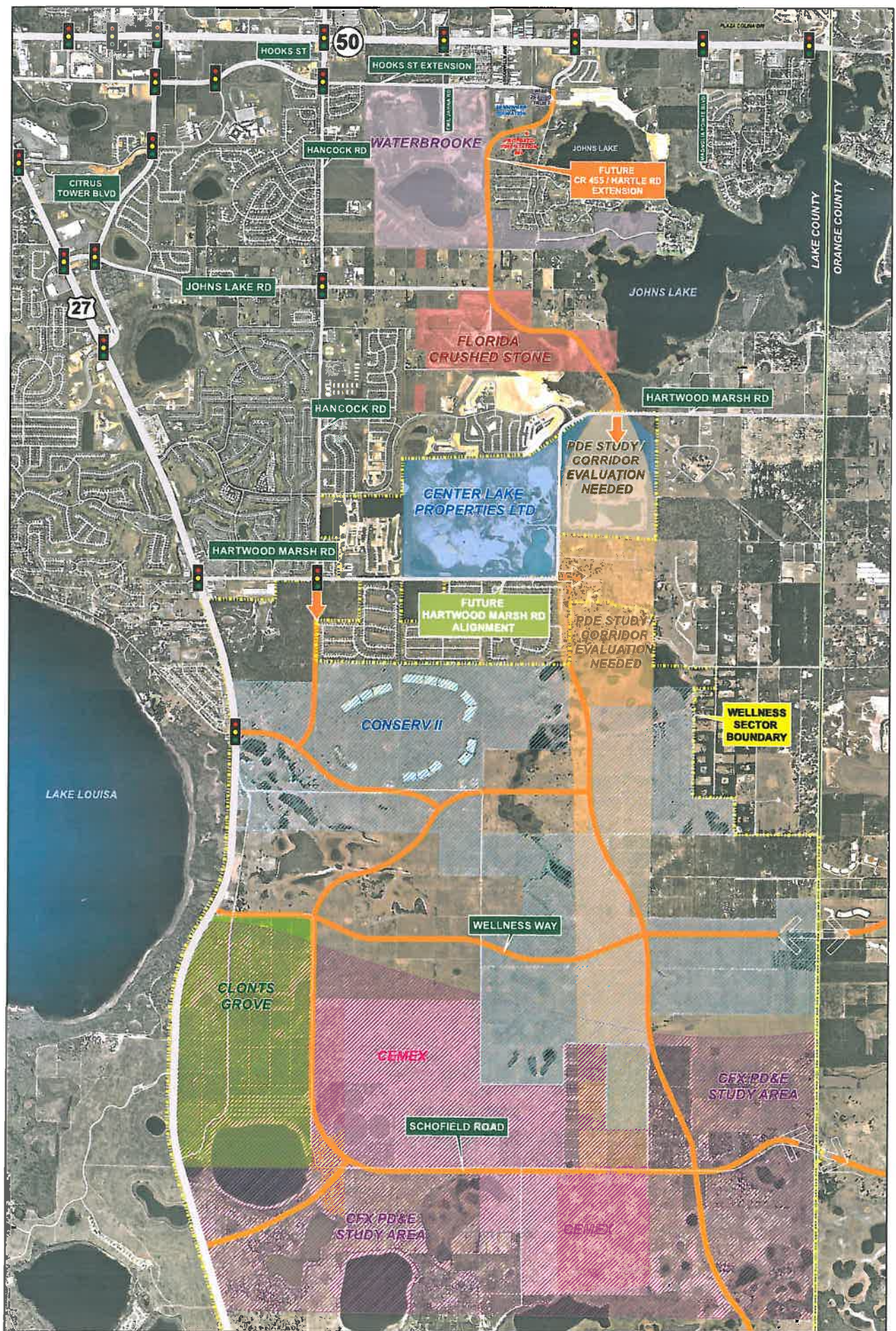
My Commission Expires: 3/23/2019

Exhibit - Location Map –Olympus



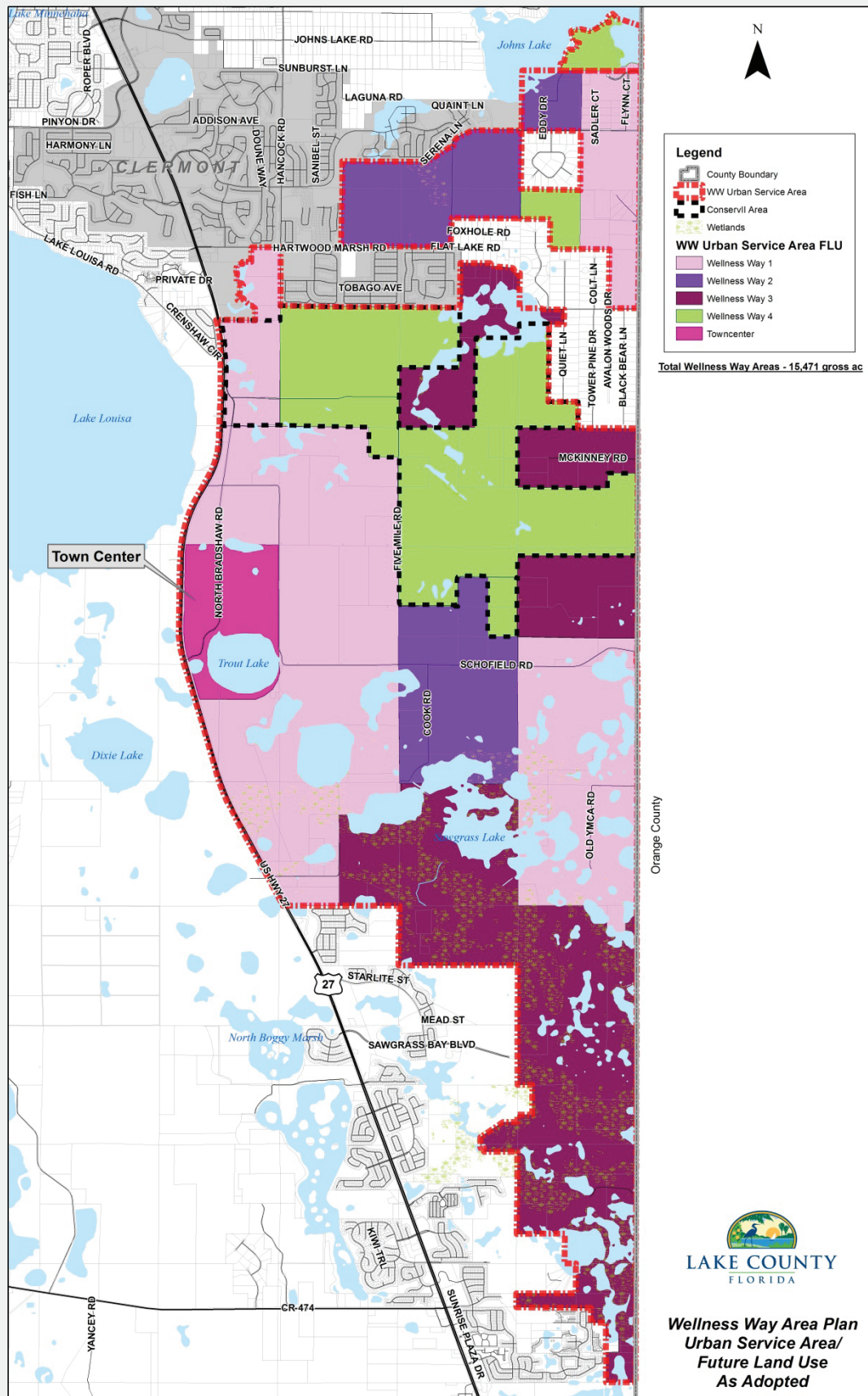
Future Land Use Map–Olympus





Wellness Way Area Plan

- Future Roads
- PDE Study/Corridor Evaluation Needed
- Wellness Sector Boundary



Drawing name: S:_Employee\Mike Phillips\Autosave\AcPublish_8880\Olympus_surbdry_revised 102218.dwg Sheet 1 Oct 22, 2018 5:36pm by: mphilipps

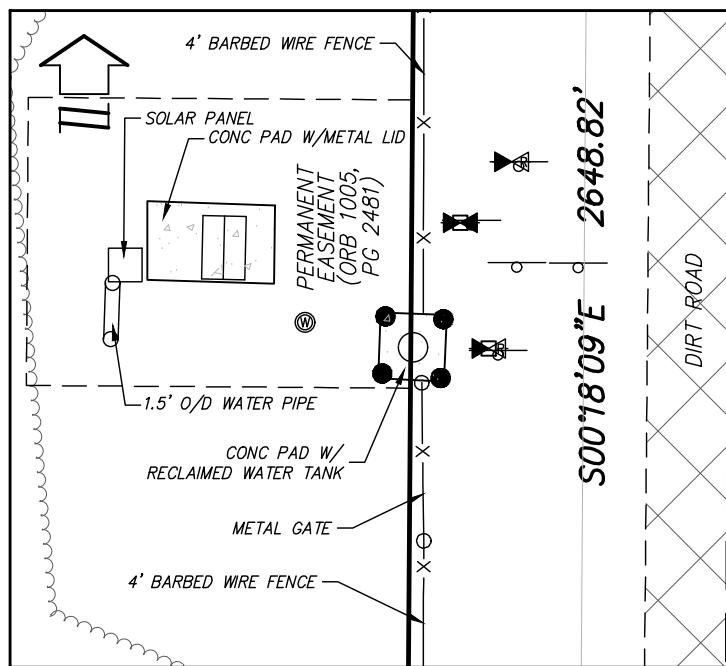
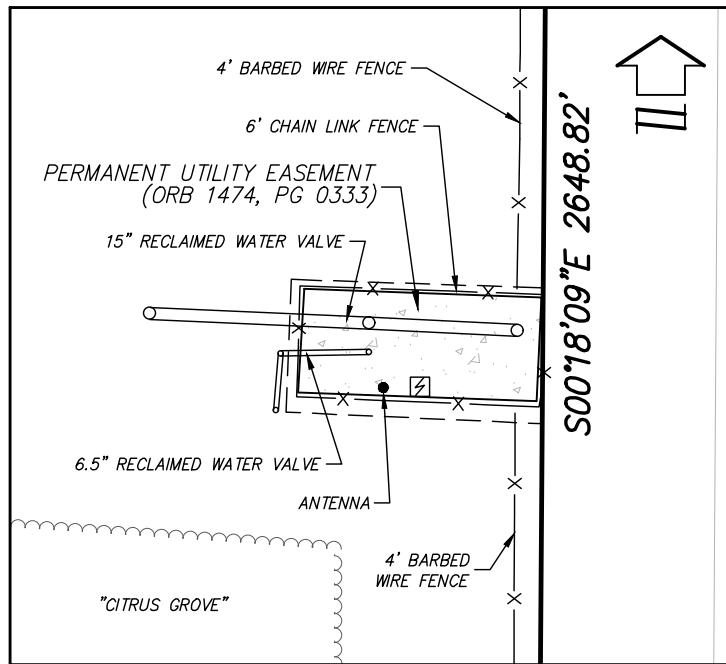
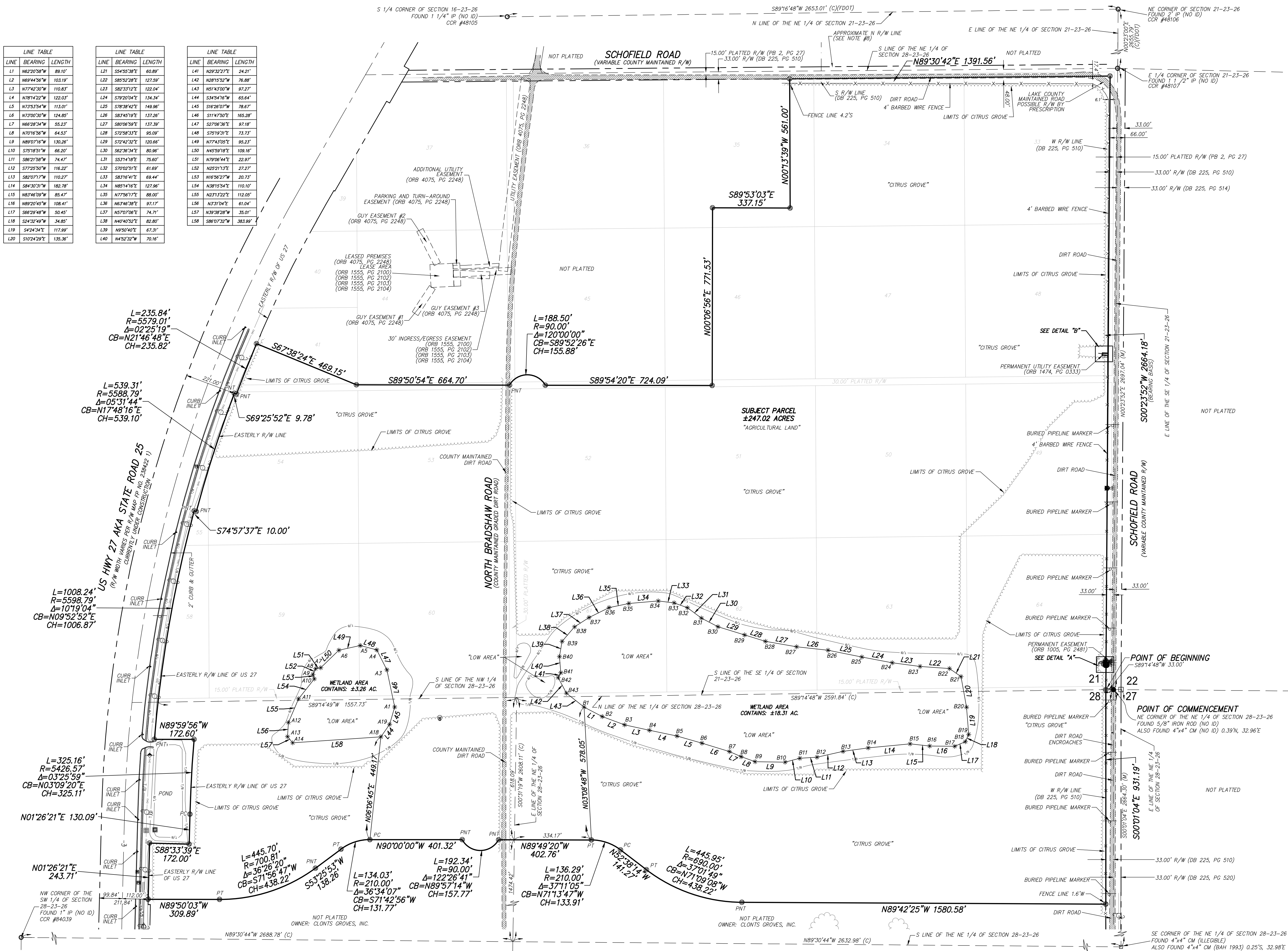
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21,28–23–26 / 7		02/08/18			
DRAWING DATE	BY	APPROVED		SCALE N/A	
02/16/18	MRP	WDD			

Drawing name: S:\Employee Mike Phillips\Autocad\Pub\8880\Olympus_sundry_revised 102218.dwg Sheet 2 Oct. 22, 2018 5:36pm by: mphilips

LINE TABLE		
LINE	BEARING	LENGTH
L1	N62°20'58"W	89.10'
L2	N69°44'56"W	103.19'
L3	N72°42'30"W	110.83'
L4	N78°44'22"W	122.03'
L5	N73°53'54"W	113.01'
L6	N73°00'30"W	124.85'
L7	N66°28'14"W	55.23'
L8	N70°16'56"W	64.53'
L9	N89°07'16"W	130.26'
L10	S75°18'51"W	66.20'
L11	S86°21'58"W	74.47'
L12	S77°25'50"W	116.32'
L13	S82°07'17"W	110.27'
L14	S84°30'31"W	182.78'
L15	N83°46'59"W	85.47'
L16	N89°20'45"W	108.41'
L17	S86°29'46"W	50.45'
L18	S24°32'49"W	34.85'
L19	S42°34'34"E	117.89'
L20	S10°24'29"E	135.36'

LINE TABLE		
LINE	BEARING	LENGTH
L21	S54°33'38"E	60.89'
L22	S85°52'28"E	127.59'
L23	S82°33'12"E	122.04'
L24	S79°20'04"E	134.34'
L25	S78°38'42"E	149.86'
L26	S83°45'19"E	137.26'
L27	S80°06'59"E	137.39'
L28	S72°58'33"E	95.00'
L29	S72°42'32"E	120.66'
L30	S62°36'34"E	80.96'
L31	S53°14'18"E	75.60'
L32	S70°02'21"E	61.69'
L33	S83°16'41"E	69.44'
L34	N85°14'16"E	127.96'
L35	N77°56'17"E	88.00'
L36	N63°46'38"E	97.17'
L37	N50°07'06"E	74.71'
L38	N40°40'52"E	82.80'
L39	N9°50'40"E	67.31'
L40	N4°32'32"W	70.16'

LINE TABLE		
LINE	BEARING	LENGTH
L41	N28°32'27"E	24.21'
L42	N28°15'52"W	76.88'
L43	N51°43'00"W	97.27'
L44	S34°54'16"W	65.64'
L45	S16°28'07"W	78.67'
L46	S11°47'50"E	165.38'
L47	S27°06'36"E	97.18'
L48	S75°19'31"E	73.73'
L49	N77°43'05"E	95.23'
L50	N45°58'18"E	109.16'
L51	N78°06'44"E	22.97'
L52	N25°11'13"E	27.37'
L53	N16°36'27"W	20.73'
L54	N38°15'54"E	110.10'
L55	N23°13'22"E	112.85'
L56	N33°10'4"E	61.04'
L57	N39°38'28"W	25.01'
L58	S86°07'32"W	383.99'



REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD
	03/14/18		ADDRESS AKERMAN COMMENTS	WDD
	05/16/18		ADDED WETLANDS	WDD

Dewberry

131 WEST KALEY STREET
ORLANDO, FLORIDA 32806
PHONE: 321.354.9826 FAX: 407.648.9104
WWW.DEWBERRY.COM
CERTIFICATE OF AUTHORIZATION NO. LB 8011

A PORTION OF
SECTIONS 21 & 28, TOWNSHIP 23
SOUTH, RANGE 26 EAST

LAKE COUNTY, FLORIDA

PLAT OF BOUNDARY SURVEY
-FOR-
OLYMPUS SPORTS &
ENTERTAINMENT GROUP, LLC

FB/PG		FIELD DATE		PROJECT NO. 50098617	2 OF 2
21,28-23-26 / 7		02/08/18			
DRAWING DATE	BY	APPROVED	SCALE 1" = 200'		
02/16/18	MRP	WDD			

CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2018-34

The City of Clermont will hold public hearings on Tuesday, October 2, 2018 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, October 9, 2018 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 property below from Lake County Wellness Way-1 and Town Center to City of Clermont Master Planned Development.

The City of Clermont will hold a public hearing on Tuesday, December 11, 2018 (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:

1.5 miles south of the Lake Louisa Road and US Hwy 27 intersection
East of US Hwy 27 and west of Schofield Road
Approx. 247.37 +/- Acres
Portions of Alternate Keys 1594600 & 1462436

Ordinance NO.2018-34:

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

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

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

D045904 - September 22 & November 27, 2018

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D045904 (100%)

ADVERTISER: CITY OF CLERMONT-LEGALS
SALES PERSON: LFD001
SIZE: 2X11
PUBLICATION: LF-DAILY COMMERCIAL

PROOF CREATED AT: 9/11/2018 1:24:09 PM
NEXT RUN DATE: 09/22/18
PROOF DUE: 09/21/18 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, January 22, 2019								
Agenda Item Name								
Bid Award and budget amendment								
Requested Action								
Recommend to approve contract between the City of Clermont and Midcoast Construction Enterprises, LLC. to provide all labor, material and equipment for the construction of a sea wall, dock and boat launch at the Rowing Boathouse in the amount of \$396,500 and a budget amendment in the amount of \$167,644.								
Staff Report								
The Purchasing Department, Public Works Department and the Parks and Recreation Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 19-012 for the construction of a sea wall, dock, and boat launch at Waterfront Park. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were three (3) responses to the RFB. The work consists of replacing two (2) floating docks including piles and gangway, construction of a small boat launch ramp, construction of an aluminum sea wall, and modifying the existing site drainage system. Award is being recommended to the low responsive and responsible bidder Midcoast Construction Enterprises, LLC. in the lump sum amount of \$396,500 who complied with all terms, conditions, and specifications stated in the RFB.								
Additional Analysis								
Fiscal Impact Summary								
The current year budget includes \$228,856 for this project. A budget amendment in the Recreation Impact Fee Fund for the amount of \$167,644 is necessary. It is noted that in FY 2017, the city received reimbursement from the previous dock manufacturer in the amount of \$56,116. This amount is included in the above noted budget amendment amount.								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
\$396,500.00	14549-66301-72117	\$228,856.00						
Exhibits Attached (copies of original agreements)								
<table border="0"> <tr> <td>1.</td> <td>RFB 19-012 Response Tabulation</td> <td>RFB 19-012 Response Tabulation.pdf</td> </tr> <tr> <td>2.</td> <td>RFB 19-012 Award Recommendation</td> <td>RFB 19-012 Award Recommendation.pdf</td> </tr> </table>			1.	RFB 19-012 Response Tabulation	RFB 19-012 Response Tabulation.pdf	2.	RFB 19-012 Award Recommendation	RFB 19-012 Award Recommendation.pdf
1.	RFB 19-012 Response Tabulation	RFB 19-012 Response Tabulation.pdf						
2.	RFB 19-012 Award Recommendation	RFB 19-012 Award Recommendation.pdf						



RESPONSE TABULATION

RFB 19-012, CONSTRUCTION OF SEA WALL DOCK AND BOAT LAUNCH
DUE DATE/TIME: DECEMBER 20, 2018 AT 2:00 P.M. (EST)

COMPANY NAME, CITY, STATE	BID BOND	ADDENDA 1	ADDENDA 2	LUMP SUM PRICE
Midcoast Construction Enterprises, LLC. – Largo, FL	Y	Y	Y	\$396,500.00
Construct Co., Inc. – Orlando, FL	Y	Y	Y	\$415,950.00
Pac Comm, Inc. – Miami, FL	Y	Y	Y	\$599,761.00

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



FREDDY SUAREZ
Purchasing Director
Purchasing Department

352-241-7350
fsuarez@clermontfl.org

AWARD RECOMMENDATION
JANUARY 7, 2019
RFB 19-012 – CONSTRUCTION OF SEA WALL, DOCK AND BOAT LAUNCH

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive and responsible bidder, Midcoast Construction Enterprises, LLC. in the lump sum price of \$396,500.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 22, 2019			
Agenda Item Name			
Short Term Vacation Rentals			
Requested Action			
Staff Report			
Discussion.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, January 22, 2019			
Agenda Item Name			
Code Enforcement Lien			
Requested Action			
Staff Report			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date								
Tuesday, January 22, 2019								
Agenda Item Name								
Ordinance No. 2019-10 <i>Introduction</i> <i>MSTU</i>								
Requested Action								
Request approval of Introduction of Ordinance No. 2019-10.								
Staff Report								
In 2000, Lake County began providing emergency and ambulance services in Lake County and created a Municipal Service Taxing Unit (MSTU) to fund the services. The City of Clermont may be included within the service boundary by adopting an ordinance. The term of the ordinance is for one year. Staff recommends approval.								
Additional Analysis								
Fiscal Impact Summary								
Fiscal Impact	Fund Number and Description	Available Budget Amount						
Exhibits Attached (copies of original agreements)								
<table border="0"><tr><td>1.</td><td>Ordinance No. 2019-10 - MSTU</td><td>2019-10 MSTU.docx</td></tr><tr><td>2.</td><td>Ad</td><td>ORDINANCE 2019-10.pdf</td></tr></table>			1.	Ordinance No. 2019-10 - MSTU	2019-10 MSTU.docx	2.	Ad	ORDINANCE 2019-10.pdf
1.	Ordinance No. 2019-10 - MSTU	2019-10 MSTU.docx						
2.	Ad	ORDINANCE 2019-10.pdf						



CITY OF CLERMONT
ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

WHEREAS, Lake County has taken action to create a non-profit corporation to provide ambulance services in Lake County effective September 30, 2000; and

WHEREAS, Lake County has determined that the best mechanism to secure the necessary funding to provide said ambulance services is to create a countywide municipal service taxing unit authorizing the County to levy ad valorem taxes therein for the provision of ambulance and emergency medical services, and has enacted an emergency ordinance creating that municipal service taxing unit; and

WHEREAS, Section 125.01(l)(q), Florida Statutes, provides that the boundaries of a municipal service taxing unit may include all or part of the boundaries of a municipality if the affected municipal consents, by ordinance, to be included therein; and

WHEREAS, the City Council of the City of Clermont has determined that it is in the best interest of and serves the health, safety and general welfare of the residents of Clermont to include the City of Clermont within the Lake County municipal service taxing unit for ambulance and emergency services; and

WHEREAS, Lake County's emergency ordinance expressed its intent to include the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services," subject to the adoption of an approving ordinance by the City Council of the City of Clermont;

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

SECTION 1.

The City Council of the City of Clermont consents to the inclusion of the City of Clermont within the boundaries of the "Lake County Municipal Service Taxing Unit for Ambulance and Emergency Medical Services."



CITY OF CLERMONT
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SECTION 2.

This consent shall be for a term of one (1) year.

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Ordinance shall take effect immediately upon final adoption by the City Council of the City of Clermont, Florida.



CITY OF CLERMONT
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PASSED AND ADOPTED BY the City Council of the City of Clermont,
Lake County, Florida on this 12th day of February, 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

Advertising Receipt

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

Account Number: 7101866
Order Number: 10084007
Phone: (352) 241-7331
Date: 01/08/19
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 t	01/29/2019	01/29/2019	\$120.33

LEGAL NOTICE

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

proceedings, and may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10084007
January 29, 2019

ORDINANCE NO. 2019-10

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, ADOPTED PURSUANT TO SECTION 125.01(l)(q), FLORIDA STATUTES (1999), CONSENTING TO THE INCLUSION OF THE CITY OF CLERMONT, FLORIDA, WITHIN THE COUNTY-WIDE MUNICIPAL SERVICE TAXING UNIT FOR THE PROVISION OF AMBULANCE AND EMERGENCY MEDICAL SERVICES, AS ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF LAKE COUNTY, FLORIDA; PROVIDING FOR THE CITY TO BE INCLUDED WITHIN SAID MUNICIPAL SERVICE TAXING UNIT FOR A SPECIFIED TERM OF YEARS; PROVIDING FOR SEVERABILITY, EFFECTIVE DATE AND PUBLICATION.

A meeting to consider the Ordinance will be held before the City Council on Tuesday, February 12, 2019 at 6:30pm for final enactment.

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

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

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the

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