



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

PROCLAMATION

PRESENTATIONS

Youth Council

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 February 12, 2019 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider approval to declare end of life inventory as surplus from the Public Works Department and dispose of in accordance with the Purchasing Policy.

Item No. 3 - Piggyback Purchase and Budget Amendment

Consider request to piggyback the Florida Sheriffs Association number FSA18-VEH16.0 contract with Container Systems & Equipment Company, Inc. to purchase a replacement solid waste truck and a budget amendment in the amount of \$265,458.

Item No. 4 - Contract Award

Consider request to piggyback the Lake County B.C.C. contract with WC Fire Safety, Inc. to provide portable and fixed fire extinguisher inspections services in the estimated annual budget amount of \$50,000.

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| Item No. 5 - Resolution No. 2019-09R | Consider agreement for Use of License, Improvements, Maintenance and Cost Sharing for the Art Walk, a public-private project between the City of Clermont and The Art District, LLC. |
| Item No. 6 - Mitigation Purchase Agreement | Consider approval of agreement with Hammock Lake Mitigation Bank, LLC in the budgeted amount of \$37,800 for the Clermont Boat Ramp at Bell Ceramics. |

UNFINISHED BUSINESS

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| Item No. 7 - Ordinance No. 2019-11 <i>Final Andoc Annexation</i> | Consider ordinance to annex a parcel of land located at 15016 Pine Valley Boulevard. |
| Item No. 8 - Ordinance No. 2019-12 <i>Final Andoc Comprehensive Plan Amendment</i> | Consider ordinance to change the future land use from Lake County Regional Commercial to Clermont Industrial for property located at 15016 Pine Valley Blvd. |
| Item No. 9 - Ordinance No. 2019-13 <i>Final Andoc Rezoning</i> | Consider ordinance to change the zoning from Lake County MP to Clermont M-1 Industrial for property located at 15016 Pine Valley Blvd. |

NEW BUSINESS

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| Item No. 10 - Resolution No. 2019-01R
<i>South Lake Medical Arts, Pad O</i> | Consider request to amend a Conditional Use Permit to allow for an increase to the professional office total square footage. |
| Item No. 11 - Variance Request
<i>South Lake Medical Arts, Pad O</i> | Consider request to allow for a reduction of the required number of parking spaces for property located at the southwest corner of Oakley Seaver Drive and Citrus Tower Blvd. |
| Item No. 12 - Variance Request
<i>Clermont Ridge Senior Villas</i> | Consider request to allow for a reduced fee in lieu of replacement for tree removal, and to allow for 3" caliper replacement trees and to allow for a reduction of required number of parking spaces instead of code requirements for property located at 13605 Jacks Lake Road. |

**CITY OF CLERMONT
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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
February 12, 2019

The City Council met in a regular meeting on Tuesday, February 12, 2019 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

Kendall Anderson gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

City Clerk Howe read the Black History Month proclamation aloud.

PRESENTATIONS

Dennis Westrick presented the DEP 2018 Plant Operations Excellence Award to the City Council and the City's Water Operations Team. The City of Clermont has won this award for seven consecutive years.

Commanding Officer Gary Schindele presented an overview of the U.S. Naval Sea Cadet Corps, Clermont Battalion and what they have accomplished over the past year. Clermont's battalion gained 37 cadets in less than 3 years and performed over 1,000 community service hours. Commanding Officer Schindele thanked the City's Police Department and Fire Department as well as the City Council for allowing the program.

Commanding Officer Schindele announced an advancement of officer, Troy Edwards, to Naval Sea Cadet Ensign. Retired First Class Petty Officer Larry Doug and retired Chief Petty Officer LaSean Biggs performed the pinning of the new rank.

Mayor Ash stated the program is a marvelous program for the youth.

PUBLIC COMMENTS

Tim Murry, 574 E. Desoto Street, President of Christian Men In Action, thanked the Council, City Manager Gray and City staff for their support of the Martin Luther King, Jr. Day celebration on January 21.

REPORTS

City Manager Gray reported the City Council Workshop is February 19, 2019 at 6:30pm and the Community Redevelopment Agency Meeting is on February 26, 2019 at 6:00pm. The Youth Council will present their project to the City Council on February 26, 2019. The State of the City Address on January 24, 2019 had over 200 people in attendance. City Manager Gray asked Parks and Recreation Director Davidoff to talk about the Great Clermont Campout which was a sold out event.

Parks and Recreation Director Davidoff stated the Great Clermont Campout was held on February 23 and sold out in less than a week. There were 60 families making the attendance at approximately 280 individuals. The Great Clermont Campout is an opportunity for families to enjoy a traditional camp experience along Waterfront Park. There were camp activities like kayaking and paddle boarding, movies, midnight soccer, contests, and bonfires. Parks and Recreation Director Davidoff played a video of the 2019 Great Clermont Campout.

Mayor Ash thanked Parks and Recreation Director Davidoff and staff for their work.

City Attorney Mantzaris – No report.

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Council Member Bates reported next week is the Lake County Legislative Days with room available for anyone interested in going.

Council Member Goodgame thanked City Manager Gray for the State of the City. Council Member Goodgame reported receiving continuous complaints from people regarding Walmart and expressed concern in regards to the storage of items in the parking lot.

Council Member Travis reported last Friday, she attended Growler's ribbon cutting and reminded the public on February 23 there will be a ribbon cutting at Hickory Point for the new athletic center.

Council Member Brishke reported on Superbowl Sunday, she led an event at Sun Creek Brewery to raise money for the South Lake Animal League where over \$300 was raised.

Mayor Ash reported on January 23, she attended the swearing in ceremony for eight new corporals for the City's Police Department. The next day, she attended City Manager Gray's State of the City Address. On January 25, she attended the ground breaking ceremony of the new American Legion Center on Montrose Street. On January 31, she was at Lost Lake Elementary School for their Reading Across Lost Lake event. Chief Broadway and other police staff were also at the event. On February 1, she was at Cooper Memorial Library for the annual student award ceremony of the Daughters of American Revolution. On February 4, she attended the ribbon cutting for the new offices of State Representative Sabatini on Highway 50. On February 7, she was at the Clermont Fire Department Station 1 for a visit from Florida's Chief Financial Officer and Chief Fire Marshall Jimmy Patronis who recognized Fire personnel that assisted with hurricane damaged cities in the panhandle. On February 8, she attended the ribbon cutting with Council Member Travis for Growler USA Brewery.

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 – Meeting Minutes | Consider approval of the January 8, 2019 and January 22, 2019 Council Meeting minutes. |
| 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. |
| Item No. 3 – Plat Approval | A re-plat of Harvest Landing lot 52 due to wall and landscaping tract omitted on this portion of the original plat. |
| Item No. 4 – Plat Approval | Consider plat approval for Highland Ranch Esplanade Phase 3. |
| Item No. 5 – Plat Approval | Consider plat approval for Highland Ranch Canyons Phase 4. |
| Item No. 6 – Special Magistrate Selection | Selection for a Special Magistrate replacement. |

City of Clermont
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February 12, 2019

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| Item No. 7 – Event, Open Container and Signage Request | Consider allowing the Caribbean American Association of Lake County (CAALC) to have an open container area and signage for their “Clermont Jerk Festival” event on May 4, 2019 at Waterfront Park. |
| Item No. 8 – Event and Road Closure Request | Consider Downtown Partnership request to host weekly Farmer’s Market and Merchant Faire with road closures for 12 months. |
| Item No. 9 – Event, Open Container and Road Closure Request | Consider allowing event, road closures, and open containers for the 790 West Tenants (Suncreek Brewery, Michael’s Ali Coal Fired Pizza and Savoree) to host a St. Patrick’s Day Event on March 16th and 17th. |
| Item No. 10 – Resolution No. 2019-08R | Consider allowing the City of Clermont to enter into an agreement with the Florida Department of Transportation for use of FDOT Right of Way for the Western City Limit Sign. |
| Item No. 11 – Resolution No. 2019-08R | Consider allowing the City of Clermont to enter into an agreement with the Florida Department of Transportation for use of FDOT Right of Way for the Western City Limit Sign. |

Council Member Goodgame moved for approval of the Consent Agenda; seconded by Council Member Travis. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 12 – Ordinance No. 2019-10, *Final, MSTU*

City Clerk Howe read Ordinance No. 2019-10 aloud by title only.

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.

City Manager Gray stated in the year 2000, Lake County created the ambulance service for the County. The proposed Ordinance allows the City to be included in the provided services. Staff recommended approval.

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

Council Member Goodgame thanked staff for only approving the ambulance services provided by Lake County for one year.

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Council Member Goodgame moved to approve Ordinance No. 2019-10; seconded by Council Member Bates. The motion passed 5 to 0 with a roll call vote.

NEW BUSINESS

Item No. 13 – Variance Request, Clermont Brewery

Development Services Director Henschel presented the applicant's variance request for parking requirements. The applicant previously proposed to install 2 handicap accessible parking stalls on site. Currently, there are obstacles and grade changes which prevent the proposed two handicap spaces to meet all ADA requirements. The applicant is proposing to remove the additional parking stall. Per City and State code, the site is only required to have one handicap parking stall. The applicant has been in contact with the First United Methodist Church which has a large parking area which will be available for use. Staff has reviewed the application and recommended approval of the variance request.

David Wallace, applicant, was present.

Mayor Ash opened the Public Hearing.

Jim Hanks, 757 W. Montrose Street, expressed concern with reduction of parking.

Mayor Ash closed Public Hearing.

City Manager Gray stated the City has over 1,200 parking spaces downtown and entered into an agreement with the Dehoya's property on Minneola Avenue to put in over 100 additional spaces.

Council Member Bates asked how many parking spaces total are left. City Manager Gray replied the applicant is only required to have one handicap parking space and will keep the one handicap space on the property but will remove the additional space.

Council Member Goodgame moved to approve the Variance Request; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 14 – Resolution No. 2019-06R, 7-11 CUP

City Clerk Howe read Resolution No. 2019-06R 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 a convenience store with fuel sales in the C-1 Light Commercial zoning district.

Senior Planner Kruse presented the applicant's request for a Conditional Use Permit for a renewed request for a convenience store in the C-1 Light Commercial district. Section 122.204 of the Land Development Code permits this type of use only through a Conditional Use Permit. The applicant is proposing a 3,000 square foot convenience store which is a 25% reduction from the original proposal. The project will have right in only access from State Road 50 and East Avenue. No traffic will exit directly onto State Road 50 or East Avenue. There will be two additional full access points on Chestnut Street and Second Street. The applicant has agreed to no high flow diesel sales at the site and no deliveries between 12:00am and 5:00am. Directional signage on site will direct traffic to use Second Street as the primary means of egress. Additional green space and terrace landscaping will be at the corner of State Road 50 and East Avenue. Staff reviewed the new application and recommended approval of the request.

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City Attorney Mantzaris reminded Council they previously heard and denied the applicant's prior request. The applicant requested relief and sought an alternative dispute process to address the denial. Per Florida Statutes, a mutually agreed upon Special Magistrate was required to mediate the dispute. The parties were able to reach an application which staff felt they could recommend to Council. If Council does not agree with the recommendation, then the matter will return before the Special Magistrate for another hearing.

Attorney Tara Tedrow, 215 North Eola Drive, stated the property is one acre. When the request originally came before Council, there were 25% more fuel stations as well as a different access plan. Attorney Tedrow highlighted project items which were changed from the previous application. There is an updated traffic study for the property. No large trucks will be fueling on the site and there is an enhanced terraced landscaping with added sidewalks.

Muhammad Abdallah, Traffic and Mobility Consultant, 101 Maguire Boulevard, stated the traffic analysis was updated to show how the new traffic pattern would work. By adding the access points, the conflicts and previous traffic stacking were taken away. The new access plan was suggested by staff and is a significant improvement from the previous access plan.

Mayor Ash opened the Public Hearing.

Hal Turville, 150 West Minnehaha Avenue, spoke in opposition to the request.

Andrea Simmons, 940 Second Street, spoke in opposition to the request.

Michelle Pines, 550 East Avenue, spoke in opposition to the request and expressed concerns for safety.

Greg Amann, 550 East Avenue, spoke in opposition to the request.

Charles Anthony, 5660 County Road 561, suggested Council take staff's view into consideration.

Jean Tirri, 8022 Lake Nellie, property owner, expressed support for the request.

Mr. Abdallah addressed the public comments and reviewed the traffic study. The traffic study was created using crash statistics for the intersection which were provided by the Clermont Police Department. There are crossing guards present to ensure the safety of children when crossing the street for school.

Attorney Tedrow stated the applicant wanted the opportunity to work with staff to resolve concerns. After evaluation of the revised site plan and traffic report, staff has reached a favorable conclusion. Staff found the revised application has met all of the City Code's criteria.

Mayor Ash closed the Public Hearing.

Council Member Bates inquired if any changes would occur should there be a new owner to any adjacent property. Attorney Tedrow stated a cross access easement would be granted to allow for permanent access.

Council Member Travis expressed concern about access to Chestnut Street. City Manager Gray stated there is a church and daycare on the corner of Chestnut Street.

Council Member Bates expressed concern with access from Second Street.

Council Member Goodgame expressed concerns for traffic on Highway 50 and expressed a necessity for a deceleration lane for an entrance. Attorney Tedrow explained the access plan from Highway 50 is what Florida Department of Transportation requires which does not allow for a deceleration lane. However, a deceleration lane has been added to East Avenue. Council Member Goodgame suggested installing a deceleration lane on Second Street.

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Council Member Brishke expressed safety concerns with the proposed project. City Manager Gray stated Highway 50 will be a three lane highway from Bloxam Avenue to 12th Street. The City plans to redo East Avenue and received a grant to study East Avenue to make it more bicycle and walking friendly. An update will be provided to Council next Tuesday at a workshop.

Council Member Bates suggested to eliminate the ingress from Highway 50. Jason Bullard, Civil Engineer, replied the right in on Highway 50 is needed for the fueling trucks to get in.

Council Member Goodgame moved to deny the Conditional Use Permit; seconded by Council Member Brishke. The motion passed 5 to 0 with a roll call vote.

Mayor Ash expressed concern with the location of the property and traffic for the proposed use.

Item No. 15 – Ordinance No. 2019-09, Introduction, Fuqua PUD

City Clerk Howe read Ordinance No. 2019-09 aloud by title only.

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.

Council Member Bates moved to introduce Ordinance No. 2019-09; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 16 – Ordinance No. 2019-11, Introduction, Andoc Annexation

City Clerk Howe read Ordinance No. 2019-11 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 contiguous to the present city boundaries; providing for an effective date, severability, recording and publication.

Council Member Bates moved to introduce Ordinance No. 2019-11; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 17 – Ordinance No. 2019-12, Introduction, Andoc Comprehensive Plan Amendment

City Clerk Howe read Ordinance No. 2019-12 aloud by title only.

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

Council Member Bates moved to introduce Ordinance No. 2019-12; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 18 – Ordinance No. 2019-13, Introduction, Andoc Rezoning

City Clerk Howe read Ordinance No. 2019-13 aloud by title only.

City of Clermont
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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.

Council Member Bates moved to introduce Ordinance No. 2019-13; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

City of Clermont
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ADJOURN: With no further comments, this meeting adjourned at 8:25 pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 26, 2019		
Agenda Item Name		
Surplus Request		
Requested Action		
Recommend to approve and declare end of life inventory as surplus from the Public Works Department and dispose of in accordance with the Purchasing Policy.		
Staff Report		
The Purchasing Department, on behalf of the Public Works Department recommends approval of the above action. The following property from the Public Works Department represent assets that were disposed but are currently listed in the inventory. The purpose of this approval is to officially remove the listed property from the inventory system. Public Works Department Qty: Property Description (1) Center Post Charger (1) Saw Drills Compressor (1) Ranger ATT (1) A/C Recovery Recharger Machine (1) Ryan Tropicare Mower (1) Ammoco 400 Brake Lathe (1) Model 350 Stripper (1) Robinair Freon Recovery Unit (1) Fuerst Harrow Tine Harrow (1) John Deer Mid Mount Mower (1) Wrench & Lincoln Jack (1) Top Dresser PTO (1) Street Vacuum (1) I2850F8 Tractor (1) Lawn Genie Model LG60B (1) HR Spreader		
Additional Analysis		
Fiscal Impact Summary		
Surplus property have no monetary value.		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Property Disposal for PW-Facilities	Property Disposal for PW-Facilities.pdf



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: 8028700
Description of Property: CENTER POST CHARGER

☐ 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:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-89

*****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: 6186



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property SAWS DRILLS COMPRESSOR

☐ 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.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6203



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: none
Description of Property: RANGER ATT

☐ 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.
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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:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6182



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property: A/C RECOVERY RECHARGER 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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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6187



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: none
Description of Property RYAN TROPICARE MOWER

☐ 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.
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- ☐ **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:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6184



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property: AMMOCO 400 BRAKE LATHE

☐ 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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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: 

Date: 2-4-19

*****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: 6195



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property ROBINAIR FREON RECOVERY UNIT

☐ 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.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6196



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property FUERST HARROW TINE HARROW

☐ 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.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: Stoney Brunson

Date: 2-7-19

*****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: 6180



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: JOHN DEER Vehicle No. NA
Miles / Hours: NA Serial / VIN: none
Description of Property JOHN DEER MID MOUNT MOWER

☐ 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.
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- ☐ **TRADE-IN:** Returned to vendor. Submit any other information as to the asset(s) description, trade-in value, etc.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6201



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property WRENCH & LINCOLN JACK

☐ 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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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6199



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: none
Description of Property TOP DRESSER PTO

☐ 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.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-17

*****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: 6181



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property Street Vacuum

☐ 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.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature]

Date: 2-4-19

*****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: 6214



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: NONE
Description of Property I2850F8 TRACTOR

☐ 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.
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Director Signature: 

Date: 2-4-19

*****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: 6177



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: Vehicle No. NA
Miles / Hours: NA Serial / VIN: 5147
Description of Property LAWN GENIE MODEL LG60B

☐ 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.
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- ☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: [Signature] Date: 2-6-19

*****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: 6178



PROPERTY DISPOSAL FORM

Dept. / Division: PW / FACILITIES Property Tag #: None
Contact Person: Stoney Brunson Phone: 352-394-7177
Year / Make / Model: _____ Vehicle No. NA
Miles / Hours: NA Serial / VIN: 9591452
Description of Property HR SPREADER

☐ 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.
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☒ **OTHER:** Item was disposed of by prior administration.

Director Signature: Stoney B

Date: 2-6-19

*****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: 6179



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 26, 2019		
Agenda Item Name		
Piggyback Purchase and Budget Amendment		
Requested Action		
Recommend to approve a piggyback contract number FSA18-VEH16.0 from the Florida Sheriffs Association with Container Systems & Equipment Company, Inc. to purchase a replacement solid waste truck and a budget amendment in the amount of \$265,458.		
Staff Report		
The Purchasing Department and the Environmental Services Department recommend approval of the above action. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1902-005 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriffs Association contract. The Florida Sheriffs Association contract number FSA18-VEH16.0 was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. This vehicle will replace vehicle #4228 which is 16 years old and has 174,526 miles. The Sanitation Department's long range plan provided for vehicle #4228 to be replaced in FY 2020. Due to the lengthy lead time in building these vehicles and a three (3%) percent cost increase effective October 1, 2019, it is recommended the vehicle be purchased now. By purchasing now, the estimated savings is approximately \$7,927. A budget amendment in the amount of \$265,458 is being requested to purchase the vehicle.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not include any funds for this purchase. Budget amendment in the amount of \$265,458 is necessary.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019 Crane Carrier Quote	2019 Crane Carrier Quote.pdf	
2. RFI 1902-005	RFI 1902-005.pdf	

Container Systems

& Equipment Company, Inc.



DATE: December 27, 2018

TO: Brian Camp - City of Clermont

RE: Price quotation for 2019 Crane Carrier Crew Cab chassis and Loadmaster rear loader body from the Florida Sheriff's Contract Bid #FSA18-VEH16.0, Specification #16 (60,000 GVW Refuse Truck)

Chassis: Base Bid Specifications:

2019 CCC LET2 (low entry tilt) chassis, 60,000 lbs. GVW, galvanized steel, 60 degree tilt, LED headlights, 19" floor height both sides, left side driving position with air ride seat, full doors with w/electric windows, air conditioning, CD player, dual cab fans, air horn, electric wipers, white paint, 10# fire extinguisher, warning triangle kit, parts and service CD
Cummins ISX 320R- 320hp -1150 ft.lbs. torque
w/ Leece Neville 160 amp alternator, diesel particulate filter (DPF), selective catalytic reduction (SCR) muffler
Allison 450QRDS transmission, w/ oil cooler inside radiator,
Dana-Spicer D2000 - 20,000 lb. front axle, Dana-Spicer DS405P - 40,000 lbs. tandem rear axle,
Hendrickson HN402 40,000lb. suspension, Wabco System Saver air dryer, 80 gallon fuel tank, 10 gallon DEF tank
tires: front - 315/80R x 22.5 - 20 ply - Yokohama MY627W - 22.5" x 9.00" disc wheels
rear - 11R 22.5 - 16 ply - Bridgestone M843, 22.5" x 8.25" disc wheels

Cost: \$ 187,949

Specification Adjustments for the City of Clermont

Change ISX engine to ISL9 350 horsepower (deduct)	- 8,847
Change to crew cab with 4 man seating	+ 5,805
Change to Ridewell RDS-209 tandem air ride/steer suspension (66,000 GVWR)	+ 3,326
Add double frame insert	+ 1,981
Change front tires to 425/65R x 22.5" Yokohama MY507A - 20 ply	+ 1,346
Add auto-neutral work brake system	+ 740
Change all wheels to aluminum	+ 1,393

Chassis Cost: \$ 193,693

Body: Loadmaster 25 cu.yd. Excel body (on FSA contract)

Change body size to 31 cubic yards	\$ 61,375
Add 1/4" AR400 hopper liner	+ 1,850
Upgrade body floor from 3/16" to 1/4"	+ 1,050
Upgrade to heavy duty packing blades	+ 550
Upgrade to 7 gauge ejector panel face sheet	+ 525
Add sweep blade liner	+ 450
Change to underbody front valve	+ 420
Change to 2" lowered hopper sill	+ 350
Add cordura wrap on hydraulic hoses	+ 370
Add 3" front body drain (drain behind ejector blade)	+ 340
Add LED strobes	+ 280
Add 5 gallon water cooler mounted under body	+ 470
Add under body tool box	+ 360
Add tailgate mounted shovel and broom holder	+ 385
Change to Chevron Clarity bio synthetic hydraulic oil	+ 190
Add Zone Defense rear view camera system	+ 1,200
	<u>+ 1,600</u>

Body cost \$ 71,765

Chassis \$193,693 + Body \$ 71,765 \$ 265,458

TOTAL: \$ 265,458.

Delivery: 210 to 250 days

FOB: Clermont, FL.

Terms: Net 45 days

Respectfully,

Robert Barton

City of Clermont Crane Carrier chassis and Loadmaster Rearloader Specs

2019 Crane Carrier Crew Cab Chassis

Cummins ISL-350 engine, 1150 ft.lbs. torque, 350 HP

Crew cab option with seating for four occupants

Front mount pump engine adaptor and pump mounting bracket

Wabco 18.7 CFM air compressor

1814 sq.in. remote mounted radiator with hydrostatically driven 9 blade 32" fan. Silicone hoses with stainless steel clamps

Heavy duty charge air cooler

Parker ECO III - XL-13" two stage air filter assembly

10 gallon DEF tank

Left hand vertical stainless steel exhaust with Cummins ECOFIT one can DPF & SCR

Left side steel battery box with two Group 31 (925 CCA each) batteries and disconnect switch with lighted indicator

Heavy duty Soft Start starter with heat sensor shutoff and over-crank protection

180 amp Leece-Neville brush type, rebuildable alternator

80 gallon aluminum fuel tank

Allison 4500RDS 6 speed transmission with push button controls and auto-neutral

Sheppard XD-120 integral power assist steering gear with 16 quart remote reservoir

Dana 2000 front axle rated at 20,000 lbs. with 20,000 lb. parabolic taper-leaf springs. Synthetic oil in hubs for extended use

16.5" x 7" front brakes with ABS

Aluminum front wheels with 425/65R 22.5 Yokohama MY507A 20 ply tires

Dana-Spicer single rear drive axle S26-190 with Ridewell RDS-209 46,000lb rear steer suspension with air ride tag, traction assist and 6 channel ABS

Rear drive wheels are aluminum with 12R 22.5 Bridgestone M843 tires. Tag wheels are aluminum with 425/65R 22.5 Yokohama MY507A. 20 ply tires

Rear drive brakes are wide brake option - 16.5" x 8.62"

Double frame - 3,369,600 RBM with front tow pins painted black. Wheelbase is 218"

3 steel air tanks with centralized drain valves and Wabco System Saver 1800 Heated air dryer

Left side steer crew cab with 12 volt assist tilt pump. Solid doors with electric windows

Tilt and telescopic steering wheel with center horn button for electric or air horn use

Air horn under cab, dual cab fans, internal air conditioning, AM/FM stereo with CD, USB, Bluetooth connections

19" x 8" black split lens mirrors with 7" x 8" convex spot mirrors on each side

Sears C2 air ride drivers seat, center bench seat and single right side seat

Full instrumentation with transmission oil temp gauge option, additional power point, triangle warning kit, 10lb fire extinguisher

LED clearance, marker and turn signal lights, Cab painted white

Loadmaster Excel-S 31 31 cubic yard heavy duty rear loader with 3.7 cubic yard hopper

Front pump hydraulic system under the cab for ease of access, park in neutral only

In body mounted hydraulic tank with in-tank filter. All hoses are cordura wrapped. **Chevron Clarity Bio Synthetic hydraulic oil**

1/4" high tensile body floor, 1/4" ejector panel face sheet

1/4" AR 400 hopper floor with additional 1/4" AR 400 liner, 1/4" 150,000PSI lower tailgate sides

Extra heavy duty packing blades, 1/4" sweep panel face liner, optional 2" lowered hopper sill

3" front body drain, under body tool box, under body 5 gallon water cooler

Body access door with ladder, manual turnbuckle tailgate locks, full height tailgate seal, tailgate service props

UHMV polyethylene wear shoes for packing blade and ejector blade. All can be replaced without removal of either blade

Shovel and broom holders on both sides of tailgate. Replaceable adjustable rider steps on both sides of the hopper

Two hopper lights, LED strobes (4" round) - two tailgate mounted, two front body mounted

Parts and service manuals for chassis and body on CD

Body painted white

Zone Defense rear view color camera system



REQUEST FOR INFORMATION

Intent to Utilize the Florida Sheriffs Association Contract to Purchase Rear-Loader

CONTACT INFORMATION:	RFI No. 1902-005	ISSUED DATE: February 7, 2019
Bibi Boodram Senior Purchasing Agent EMAIL: bboodram@clermontfl.org Phone: (352) 241-7353	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>October 19, 2018 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Environmental Services.

(b) Company Information: Container Systems & Equipment Company, Inc.

(c) Contract Number and Title: FSA18-VEH18-VEL26.0 / Cab & Chassis Trucks and Heavy Equipment

(d) Length of Contract: One (1) year from October 1, 2018 to September 30, 2019.

(e) Product or Service Provided: The City of Clermont is planning to purchase following vehicle:

One (1) 60,000 LB GVWR Cab & Chassis – 4X6 Tandem Axle Refuse Truck, Spec # 16
– 2019 Crane Carrier LET2 Rear-Loader

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 26, 2019		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number RFP No. 19-0202 from the Lake County B.C.C. with WC Fire Safety, Inc. to provide portable and fixed fire extinguisher inspections services.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. At the request of the Public Works Department, the Purchasing Department sought a contract from the Lake County B.C.C. to obtain the services of portable and fixed fire extinguisher inspections services. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1901-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Lake County B.C.C. contract. The Lake County B.C.C. contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated annual amount of this contract anticipated to be spent in FY 2019 is \$50,000, which is included in the current year approved budget. Account Code:10549-54600		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1901-003 RFI 1901-003.pdf		



REQUEST FOR INFORMATION

Intent to Utilize Lake County B.C.C. Contract for Portable and Fixed Fire Extinguisher Inspections

CONTACT INFORMATION:	RFI No. 1901-003	ISSUED DATE: January 30, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>February 7, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Public Works Department

(b) Company Information: WC Fire Safety, Inc.

(c) Contract Number and Title: RFP #19-0202, Portable and Fixed Fire Extinguisher Inspections

(d) Length of Contract: Contract expires December 13, 2019 with optional four (4) additional one-year renewal.

(e) Product or Service Provided: To provide portable and fixed fire extinguisher inspections services.

2 – ACTION TO BE TAKEN

If you're a local vendor, please contact the Purchasing Director by email or by mail prior to the "Notice End Date" indicated above to advise whether your company can provide any of the product or service mentioned above.

Prospective local vendor respondents are requested to provide information regarding their ability to provide the product or serve described. **Respondents are not to provide pricing.** All responses will be evaluated by the Purchasing Department and the Department requesting the product or service which will be the sole determining power in establishing the approved equal status of the commodity offered by the respondent.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 26, 2019		
Agenda Item Name		
Resolution No. 2019-09R		
Requested Action		
Recommend approval of sale of property for the Art Walk.		
Staff Report		
Consider agreement for Use License, Improvements, Maintenance and Cost Sharing for the Art Walk, a public-private project between the City of Clermont and The Art District, LLC. The Art Walk is a master plan project envisioned during the master plan process and adopted in 2015, whereby to unify the waterfront activities with the downtown business core. The Art Walk was envisioned to be a 20ft. multi-purpose, non-motorized accommodation for pedestrians with an opportunity to program the area for events. The purpose of the public-private agreement is to allow, The Art District LLC. access and air rights to the Art Walk through an easement agreement. To this end, the agreement provides for cost-sharing for the design and construction of the Art Walk between the City of Clermont and The Art District, LLC of 90% the design, construction and associated project costs. A buy-back provision has been included within the agreement. Upon completion of the Art Walk, the City of Clermont shall be responsible in perpetuity and its sole discretion for the Art Walk and authorized improvements contained within.		
Additional Analysis		
Fiscal Impact Summary		
Cost-share agreement 90% of total construction/project costs. Not to exceed. The reimbursement shall be paid to the Art District LLC by the City of Clermont in a total of four installments, 25%, 50%, 75% and 100% completion. For each installment being paid upon completion the Art District shall submit to the City an invoice in form and reasonable back-up and support documentation as required by the City of Clermont.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Resolution No. 2019-09R	Resolution 2019-09R.pdf	
2. ART District LLC diligence agreement	ART District LLC diligence agreement.pdf	
3. Ltr to DFM with enclosures (2)	Ltr to DFM with enclosures (2).pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-09R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT APPROVING AN AGREEMENT WITH THE ART DISTRICT, LLC FOR THE USE, IMPROVEMENT, MAINTENANCE AND COST SHARING OF THE ART WALK AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

SECTION 1.

The City Council of the City of Clermont does hereby approve that certain agreement with The Art District, LLC for the use, improvement, maintenance and cost sharing of the Art Walk as more particularly described in Exhibit “A” Attached hereto. The Mayor is authorized to execute on behalf of the City, the Agreement set forth in Exhibit “A”.

SECTION 2.

The Mayor and/or City Manager are specifically authorized to withhold the formal written agreement upon his or her determination of any matter or factor, hereafter coming to their attention which may indicate such action is not in the City’s best interest, provided that upon such withholding, the City Manager, with reasonable dispatch, shall present the issue to the City Council, in session, for review and direction

SECTION 3.

This Resolution shall take effect immediately upon its adoption.



CITY OF CLERMONT
RESOLUTION NO. 2019-09R

PASSED AND ADOPTED by the City Council of the City of Clermont, Florida on the 26th 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

**USE LICENSE, IMPROVEMENT, MAINTENANCE AND COST SHARING
AGREEMENT BETWEEN THE CITY OF CLERMONT
AND THE ARTS DISTRICT LLC**

THIS AGREEMENT REGARDING USE LICENSE, IMPROVEMENTS, MAINTENANCE AND COST SHARING (the "Agreement") is made and entered into this ____ day of _____, 2019, by and between CITY OF CLERMONT, a Florida Municipal Corporation, whose address is 685 West Montrose Street, Clermont, FL 34711 ("Clermont"), and THE ART DISTRICT LLC whose address is 1560 Bloxam Avenue, Clermont, FL. 34711 ("Art District").

WITNESSETH:

WHEREAS, Clermont and Art District are parties to that certain Contract for Sale and Purchase dated _____, 2018, for the purchase by Art District of real property as described therein and hereinafter referred to as the "Sale and Purchase Contract";

WHEREAS, it intended by the parties that this Agreement and the Sale and Purchase Contract shall be used as part of the construction an art walk for the benefit of the general public;

WHEREAS, it is intended by the Parties that the art walk shall be part of an area redevelopment project to include improvement and development of adjacent property owned and/or controlled by Art District, hereinafter referred to as the "Project" and more particularly described in "**Exhibit "A"**" attached hereto and incorporated herein;

WHEREAS, it is intended that the Project shall be constructed in phases and that Phase I of the Project shall be the construction and improvement of the Art Walk and Art Walk Building as more particularly described in the body of the Agreement; and

WHEREAS, the City Council has determined that entering into this Agreement is in the best interests of the citizens of the City of Clermont.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Clermont and Art District agree as follows:

1. Whereas and Recital Clauses Incorporated. The above-stated whereas and recital clauses are restated and incorporated into the body of this Agreement.
2. Grant of Use Right. City does hereby grant and convey to Art District a

a perpetual, non-exclusive easement, right, license and privilege for the improvement and use, subject to prior approval by City and in accordance with all applicable laws and regulations, of that certain public access property owned by City as more particularly described in **Exhibit “B”** attached hereto and incorporated herein, hereinafter referred to as the “Art Walk”. The right granted herein, shall include, air rights commencing seven (7) feet above the Art Walk for Art District’s Project and related fixtures including but not limited to signs and fans.

3. Term. The rights granted and imposed by this Agreement shall be perpetual, becoming effective on the date of the closing of the transaction contemplated in the Sale and Purchase Contract and remaining in full force and effect forever; unless terminated or modified by written agreement, properly executed and recorded, between the parties hereto, or their respective successors or assigns. The rights created by this Agreement shall be binding upon all parties or persons claiming under them and shall run with the Property for the aforesaid term.

4. Improvements of Art Walk. Art District shall construct the Art Walk and Art Walk Building (collectively the Art Walk and Art Walk Building shall mean Phase I of the Project) in accordance with plans and specifications as agreed to by City to contain, as a minimum, those certain improvements as described in **Exhibit “C”** attached hereto and incorporated herein. The plans and specifications shall specifically describe and identify Phase I of the Project. On or before December 31, 2019, the parties shall jointly approve the specifications, design, and estimated cost of construction, including survey, design and engineering costs and applicable contingency, for the agreed-upon improvements. Prior to commencement of construction the parties shall jointly approve the contractor, and or subcontractors. Art District shall complete the construction of the improvements in accordance with all applicable laws, permits and regulations, shall ensure and verify to Clermont that all suppliers and subcontractors are paid in full and shall deliver to City a quit claim deed or bill of sale, as determined and accepted by Clermont, for the Art Walk improvement constructed hereunder. Within thirty (30) days of City’s approval of Art District’s site plan for the Art Walk, City shall reimburse Buyer for ninety (90) percent of the actual survey, design and engineering expenses paid by Art District, provided the total actual costs for these expenses shall not exceed the line item estimates contained in the agreed-upon estimated cost of construction plus any change orders approved by City and Art District in writing. Art District shall construct the Art Walk improvements, at its initial expense, in accordance with the approved site plan. City shall reimburse Art District for ninety (90) percent of the total actual construction costs; provided the total actual costs for these expenses shall not exceed the applicable estimates contained in the agreed-upon estimated cost of construction plus any change orders approved by City and Art District in writing. The reimbursement for the construction phase shall be paid by City to Art District in a total of four installments with an installment being paid upon completion of 25%, 50%, 75% and 100%. For each installment payment, Art District shall submit to City an invoice in a form and with reasonable back-up and support documentation, as City may require. City shall pay each undisputed invoice within thirty (30) days of the date Art District submits to City the appropriate invoice. The installments will not be equal in amount. Unless agreed to in writing by City, the total reimbursement amount hereunder paid by City to Art District shall not exceed ninety (90) percent of the agreed-upon estimated cost of construction referred to above plus any change orders approved by City and Art District in writing. Provided however, the City Manager of City is authorized in his discretion and without further action of the City Council, to approve an increase in the estimated cost of construction in an amount not to exceed ten (10) percent.

5. Maintenance of Art Walk and Dedication of Sidewalk. Upon completion of the Art Walk improvement and acceptance by City, City shall be responsible in perpetuity and its sole discretion, for the maintenance of the Art Walk and the authorized improvements thereon. Art District shall transfer to City any and all rights and interests in any warranties for any of the contemplated improvements. Furthermore, upon completion and acceptance by City of the planned sidewalk shown on Exhibit “A” and existing on property owned or controlled by Art District, Art District shall dedicate to City by such

method and in a form as reasonably required by City, all rights in the constructed sidewalk and the real property upon which it is located. For purposes herein, Art District shall provide a survey reasonably sufficient to identify the sidewalk.

6. Buy-Back Provision/Timeframe for Completion. As an express condition hereof and which condition shall survive closing, in the event that Art District fails to timely meet either of the conditions described below and subject to the opportunity to cure set forth below, City, at City's sole option, shall have the right to buy back the Property described in the Sale and Purchase Contract, (the "Property") including any and all improvements, development plans and permit approvals directly related thereto, for the buy-back purchase price of One Hundred (100) percent of the purchase price Art District LLC. The "buy-back option" conditions are as follows:

- (a) The parties fail to timely agree on the Estimated Cost of Construction referred to in Section 4 above; or
- (b) Art District shall on or before the expiration of Twenty-Four (24) months after site plan approval receive a Certificate of Occupancy for at least FIFTY (50) percent of Phase I of the final approved and permitted Project as generally described in the approved Site Plan referred to above and in Exhibit "C" attached hereto and incorporated herein.

Upon the failure of Art District to timely satisfy either of the above buy-back option conditions, upon thirty (30) days written notice from City to Art District of the default, Art District shall have an opportunity to cure during said thirty (30) day notice period. If Art District fails to cure by the thirty-first (31st) day, then within ten (10) days, Art District shall provide to City a Special Warranty Deed delivering marketable title to the Property free and clear of all liens, mortgages and encumbrances, excepting those encumbrances listed on Art District's owners title policy issued when Art District acquired the Property from City in exchange for the buy back purchase price. In addition, Art District shall provide to City at the closing of the buy-back transaction and at no additional cost to City, a complete copy of any and all surveys, drawings, specifications and plans related to the Art Walk improvements contemplated herein.

The buy-back transaction shall be completed by a closing agent as selected by City. At the closing pursuant to this buy-back provision, Art District shall pay for state documentary stamps as may be required to be affixed to the Special Warranty Deed, any taxes or assessments prorated as of the date of closing, the cost of recording any and all other documents necessary to deliver good and clear title, and any document preparation fees. Art District and City shall each bear its own attorneys' fees.

In the event that Art District has timely met the conditions above, or City does not exercise its buy-back option within six (6) months of the date of the notice set forth above City shall, upon written request from Buyer, execute and deliver to Art District a Release of Buy-Back Interest. Notwithstanding the foregoing, in the event that the Certificate of Occupancy referred to herein is not issued or its issuance is delayed, solely due to the inaction or omission of City, the time to perform hereunder shall be extended for a reasonable period to be agreed-upon by the parties.

7. Defaults. The occurrence of one or more of the following events shall constitute a default under this Agreement:

- (a) the failure or omission of any party to pay when due any monetary amounts it is obligated to pay pursuant to the terms hereof, including but not limited to any obligation of Art District to pay any contractor, subcontractor, materialman or supplier; provided,

such failure shall continue for fifteen (15) days following the date when such payment was due; or

(b) the failure of either party to keep, observe or perform any term, condition or obligation of this Agreement required hereunder to be kept, observed or performed by such party (other than a monetary default), such failure shall continue for fifteen (15) days following the date when such performance was due.

8. Indemnification. Art District agrees to indemnify City and hold City harmless from and against any and all claims, damages, liability, demands, causes of action, losses, costs and expenses, including reasonable attorneys' fees at the trial and appellate levels, resulting from or occasioned from Art Districts use of the Art Walk and easement, right, license and privilege rights granted herein or such use by any tenant, licensee, invitee, employee or guest of Art District. The right to such indemnification shall not be enforceable if such claim, damage, liability, demand, cause of action, loss or costs and expenses arise from the negligent acts or omissions of the City.

9. Notices. All notices provided for in this Agreement shall be in writing and sent or delivered to the mailing or email addresses or facsimile numbers set forth below or at such other addresses or facsimile numbers as the parties shall designate to each other in writing:

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

WITH A REQUIRED COPY TO: de Beaubien Knight, Simmons, Mantzaris
Neal, LLP
332 North Magnolia Avenue Orlando, Florida 32801
Attention: Daniel F. Mantzaris, Esquire Phone: (407) 422-2454
Fax: (407) 992-3541
e-mail: dmantzaris@dsklawgroup.com

TO ART DISTRICT: The Art District, LLC
P.O. Box 120788
Clermont, FL 34712
Attn.: Jayson Stringfellow

WITH A REQUIRED COPY TO: Anita Geraci-Carver
Law Office of Anita Geraci-Carver, P.A.
1560 Bloxam Avenue
Clermont, FL 34711
anita@agclaw.net

And: Ryan Stringfellow
1014 4th Ave S
Nashville, TN 37210
ryan@odysseytn.com

Any notice or demand so given, delivered or made by United States mail shall be deemed to have been given: (a) in the case of hand delivery, when delivered to the address set forth above, (b) in the case of mailing, on the third (3rd) business day after said document has been deposited in the United States Mails, postage prepaid, and sent by certified or registered mail and addressed to the other party at the address set forth above, and (c) in any case (including email or facsimile delivery) upon the actual receipt by the other party. Delivery to either party's legal counsel shall be deemed sufficient delivery. Either party may from time to time notify the other or changes with respect to where and to whom notices should be sent by sending notification of such changes pursuant to this section.

10. Time of the Essence. Time, and timely performance, is of the essence of this Agreement and of the covenants, obligations, and provisions hereunder. Any time period that shall end on a Saturday, Sunday, legal holiday, or bank holiday shall extend to 5:00 p.m. Eastern Standard (or Daylight, as applicable) Time of the next full business day.

11. Violations and Enforcement. The rights and obligations granted or created hereby shall be enforceable by City or Art District, or their respective successor or assigns, by injunction or by specific performance, or the parties hereto may seek monetary damages, if appropriate.

12. Governing Law, Venue and Binding Effect. This Agreement and the interpretation and enforcement of the same shall be governed by and construed in accordance with the laws of the State of Florida and shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto as well as their respective heirs, personal representatives, successors and assigns. Venue for any action to enforce the terms and conditions herein, shall be exclusively in Lake County, Florida.

City of Clermont

Attest:

By: _____
Tracy Ackroyd Howe, City Clerk

By _____
Mayor Gail Ash
Date: _____

The Art District, LLC

Attest:

By: _____
Name/Title: _____

By _____
RHOT, Inc. Member
By Jayson Stringfellow, Director
Date: _____

EXHIBIT “A” – GENERAL DESCRIPTION OF ART DISTRICT PROJECT – PRELIMINARY MASTER
SITE PLAN OF DECEMBER 2018

EXHIBIT B” – LEGAL DESCRIPTION AND SKETCH OF THE COVERED ART WALK AND SURVEY

The East 18.00 feet of the West 20.00 feet of the East 33.00 feet of said Lot 14, Block 80, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the map or plat thereof as recorded in Plat Book 8, Page 17, Public Records of Lake County, Florida.

EXHIBIT “C” – ART WALK PHASE I IMPROVEMENTS

Brick pavers, to include a concrete sub base for approximately 7,000 square feet.



February 19, 2019

**VIA E-MAIL (dmantzaris@dsklawgroup.com)
& CERTIFIED U.S. MAIL RETURN
RECEIPT REQUESTED**

Daniel F. Mantzaris., Esq.
De Beubien, Knight, Simmons, Mantzaris, Neal LLP
332 North Magnolia Avenue
Orlando, FL 32801

Re: Contract for Sale and Purchase between City of Clermont and The Art District, LLC, dated November 13, 2018 (the "Contract")

Dear Mr. Mantzaris:

Enclosed please find a redline and clean version of the Use License, Improvement, Maintenance and Cost Sharing Agreement between the City of Clermont and The Art District, LLC, along with Exhibits A, B and C attached thereto.

Mr. Stringfellow and the City met with VP Development Enterprises, LLC ("VP Development") concerning the proposed Agreement between the City, VP Development and The Art District, LLC relating to relocation of the backflow preventer, Agreement for future termination of the existing Utility Easement more particularly described below, The Art District, LLC's offer to bring a potable water line to the NW corner of VP Development's property and help in relocation for a future utility easement. Unfortunately the meeting was not successful. Therefore, The Art District, LLC maintains its objection to the Utility Easement recorded in O.R. Book 5173, Page 422, Public Records of Lake County, Florida, between the City of Clermont, Grantor and VP Development Enterprises, LLC, Grantee.

The Art District, LLC requests the City immediately, pursuant to the authority granted in the Utility Easement (Page 2, paragraph entitled "Use by Grantor", subsection (c), require the Easement Area be relocated and instruct VP Development within 60 days relocate the backflow preventer and meet the other conditions set forth in subsection (c) prior to Closing.

Please let me know if you have any questions. We look forward to the February 26, 2019 Council meeting.

Daniel F. Mantzaris, Esq.
February 19, 2019
Page 2

Thank you. I look forward to hearing from you soon.

Sincerely,


Anita Geraci-Carver

Enclosures

cc: Jayson Stringfellow
City of Clermont, Attn. Darren Gray, City Manager
(via U.S. Certified Mail)

AG



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 26, 2019		
Agenda Item Name		
Mitigation Purchase Agreement		
Requested Action		
Request approval of Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the amount of \$37,800 for the Clermont Boat Ramp at Bell Ceramics.		
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. As part of the Victory Pointe project, the existing boat ramp is to be relocated to the southern bank of Lake Minneola known as the Bell Ceramics site. This location will shift motorized watercraft the many non-motorized events at the Rowing & Sailing facility and Victory Pointe. As part of the project construction and in accordance with the SJRWMD Permit, the City will be required to purchase credits for mitigation for 0.27 credits. Staff recommends approval of Mitigation Credit Purchase Agreement with Hammock Lake Mitigation Bank, LLC in the amount of \$37,800 for the Clermont Boat Ramp at Bell Ceramics.		
Additional Analysis		
Fiscal Impact Summary		
Funds are included in the current year budget for this agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. New Clermont Public Boat Ramp.Hammock Lake Mitigation Bank Agreement	New Clermont Public Boat Ramp.Hammock Lake Mitigation Bank Agreement.pdf	

PURCHASE AND SALE AGREEMENT FOR RESERVED MITIGATION CREDITS

THIS PURCHASE AND SALE AGREEMENT FOR RESERVED MITIGATION

CREDITS (hereinafter “Agreement”) is made this _____ day of _____, 2019 by and between **HAMMOCK LAKE MITIGATION BANK, LLC**, a Florida limited liability company, (hereinafter “Seller”), whose mailing address is 1230 Peachtree Street NE, Suite 3500, Atlanta, Georgia 30309 and **CITY OF CLERMONT, FLORIDA** (hereinafter “Buyer”) whose mailing address is 685 West Montrose Street Clermont, Florida 34711 (hereinafter collectively the “Parties”).

WITNESSETH:

WHEREAS, Seller owns and operates the Hammock Lake Mitigation Bank located in Polk County, Florida (the “Mitigation Bank”) with freshwater forested mitigation credits available for transfer and sale under Southwest Florida Water Management District (hereinafter “SWFWMD”) Permit No. 43033458.000 and U.S. Army Corps of Engineers (“USACOE”) Application No. SAJ-2007-5939;

WHEREAS, Buyer needs to purchase Credits to offset wetland impacts associated with the proposed development of a project known as **New Clermont Boat Ramp** (hereinafter “Project”), FDEP Application Number” 0371849-001-EI and USACOE Number: SAJ-2019-00104-CSH;

WHEREAS, as part of the environmental permitting process for the Project involving the Florida Department of Environmental Protection (hereinafter “FDEP”) and USACOE, it is anticipated that FDEP and USACOE will condition the issuance of Buyer’s permits on the purchase of Credits as compensatory mitigation;

WHEREAS, Seller agrees to sell and Buyer agrees to purchase Credits available from the Mitigation Bank on the terms and conditions below to be used to offset wetland impacts associated with the Project;

WHEREAS, Buyer has determined that the number of Credits to be purchased is 0.27 (twenty-seven hundredths) herbaceous state credits (“Subject Credits”); and

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, each intending to be legally bound, do hereby warrant and agree as follows:

- 1. Terms of Purchase.** The purchase price (hereinafter “Purchase Price”) of the Subject Credits is Thirty-Seven Thousand Eight Hundred U.S. Dollars (\$37,800.00) payable to Seller by check or wire transfer of federal funds pursuant to wire instructions provided in

Exhibit A. Seller agrees to reserve and sell to the Buyer the aforementioned Subject Credits. Upon execution of this Agreement, all payments shall be paid to the account of **Hammock Lake Mitigation Bank** and submitted via wire as referred to Exhibit A or a U.S. Institutional check sent to Hammock Lake Mitigation Bank, 1230 Peachtree Street NE, Suite 3500, Atlanta, Georgia 30309.

- 2. Reservation Period.** This reservation shall commence upon the signing of this Agreement and payment of the Deposit to the Seller and shall expire on April 15, 2018. If Buyer shall fail to deliver the Purchase Price in accordance with this Agreement, Seller may terminate this Agreement by written notice to Buyer, upon which notice Seller shall be entitled to retain the Deposit and the Parties shall have no further rights or obligations hereunder, except as otherwise provided.
- 3. Adjustment of Credit Reservation.** Any federal credits in excess of the state credits will be twenty thousand (\$20,000.00) dollars per credit. In the case of a credit reservation adjustment within the reservation period identified above, Buyer and Seller will execute an addendum to this Agreement.
- 4. Covenants of Seller.** Seller covenants and agrees that it shall comply with all conditions and continuing requirements set forth in Seller's permits for the Mitigation Bank. Responsibility for compliance with the Seller's permits as to mitigation on the Mitigation Bank shall solely be the responsibility of Seller. The provisions of this paragraph 4 shall survive the closing hereunder.
- 5. Conditions of Transfer of Credit.** Prior to the transfer of Subject Credits, Buyer shall provide a true and correct copy of the FDEP permit with exhibits to Seller. Upon receipt of the permit and payment of the Purchase Price, Seller shall provide to Buyer within ten (10) days thereafter documentation as required by the SWFWMD to effectuate the transfer of the Subject Credits as per the conditions of the Buyer's permit (i.e., copy of signed minor permit modification request) for the Project. Buyer is hereby notified that the transfer of Credits generally takes approximately thirty (30) to sixty (60) days to complete.
- 6. Debit of Credits and Transfer.** Upon notification of the debit of the Subject Credits, the same shall be transferred to Buyer together with documents evidencing such transfer of the Subject Credits. The Parties hereby agree that evidence of the Subject Credits being transferred shall be the receipt by Seller from SWFWMD of the ledger evidencing the debit of credits. Once either transfer has been completed, the transfer shall be deemed to be completed and payment fully earned.
- 7. Breach of Seller.** If the closing of the purchase and sale of the Subject Credits as contemplated by this Agreement is not consummated because of a default by Seller hereunder, then Buyer shall provide Seller with written notice of such default and Seller shall have twenty (20) days within which to cure any such default; if Seller does not cure its default, then following such notice and cure period, Buyer may, as Buyer's sole and exclusive remedy (except as hereinafter expressly provided), terminate this Agreement by

written notice to Seller, upon which notice Seller shall return the Deposit to Buyer and the parties shall have no further rights or obligations hereunder, except with respect to those provisions of this Agreement which by their express terms survive termination of this Agreement. Buyer hereby **EXPRESSLY WAIVES AND RELEASES ANY AND ALL OTHER RIGHTS, REMEDIES AND CLAIMS UNDER THIS AGREEMENT, AT LAW, IN EQUITY AND OTHERWISE IN CONNECTION WITH OR ARISING FROM ANY SUCH SELLER DEFAULT.**

8. Interpleader. If the Parties shall be in disagreement about the interpretation of this Agreement, or about their respective rights and obligations, or the propriety of any action contemplated hereunder, the Seller shall deposit the funds with an Escrow Agent. The Escrow Agent will hold the funds until it receives joint directions signed by both parties or file an action of interpleader to resolve said disagreement. The Escrow Agent shall be indemnified for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action, and shall be fully protected in suspending all or a part of its activities under this Agreement, consistent with Florida law, until a Final Judgment in the interpleader action is received. In the event an Escrow Agent is appointed:

- a. **Duties of Escrow Agent.** The Escrow Agent undertakes to perform only such duties as are expressly set forth herein and no implied duties or obligations shall be read into this Agreement against the Escrow Agent. The Escrow Agent shall only be liable for actual fraud or gross negligence.
- b. **Reliance of Escrow Agent.** The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instructions in connection with the provisions hereof has been duly authorized to do so.
- c. **Indemnification of Escrow Agent.** Buyer and Seller hereby agree to indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement, and in connection therewith, to indemnify the Escrow Agent against any and all expenses.

9. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

10. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Florida.

11. Notices. Any notice or demand permitted or required by this Agreement shall be made in writing and shall be delivered by hand delivery, which shall include delivery by reputable national overnight courier service, such as Federal Express, or by electronic transmission (including electronic mail or facsimile, as may be set forth below) with confirmation of transmission followed by hand delivery of a copy of such notice or demand. Any such notice or demand shall be effective and deemed received on the date delivered to the

addressee, as indicated on the receipt confirmation if delivered by hand, or if delivered by electronic transmission, on the date of such transmission, as indicated on the receipt confirmation. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed receipt of the notice, demand or request sent. For the purposes of this Section, notices shall be directed as follows:

Notices to Seller: Hammock Lake Mitigation Bank, LLC
 Attn: Crossover Portfolio Manager
 1230 Peachtree Street NE
 Suite 3500
 Atlanta, Georgia 30309
 Email: AKatz@domaincapitalgroup.com

With a copy to: The Mitigation Banking Group, Inc.
 Attn: Victoria K. Colangelo
 3208 W. State Road 426
 Suite 1020
 Oviedo, Florida 32765
 Email: Victoria@mitigationbankinginc.com

Notices to Buyer: James Kinzler
 City of Clermont, Florida
 685 West Montrose Street
 Clermont, Florida 34711
 JKinzler@clermontfl.org

12. Entire Agreement. This Agreement contains the entire understanding between the Parties and the Parties agree that no representation was made by or on behalf of the other which is not contained in this Agreement, and that in entering into this Agreement neither relied upon any representation not especially herein contained. This Agreement shall not be binding upon the Seller and Buyer until executed by an officer of the Seller and Buyer, if applicable its corporate seal affixed, and an executed copy of the Agreement has been delivered to the Buyer and Seller.

13. Amendments and Waivers. This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed

by each and all of the parties hereto. No failure by Buyer or Seller to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such any other covenant, agreement, term or condition. Any party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenants of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

14. No Joint Venture or Partnership or Agency Relationship. Seller does not have any ownership interest in Buyer's business relationships or operations and Buyer does not have any interest in Seller's business relationships or operations. The relationship between Seller and Buyer is not in any manner whatsoever a joint venture or partnership and neither party shall be the agent of the other for any purpose, unless specifically granted in writing after execution hereof. Neither party shall hold itself out as an agent, partner or joint venturer with the other and each party shall defend and indemnify the other against any claim of liability arising out of an asserted agency, partnership or joint venture by the other contrary to the express provisions of this paragraph.

15. Captions; Genders. Captions used in this Agreement are for convenience of reference only and shall not affect the construction of any provision of this Agreement. Whenever used, the singular shall include the plural, the plural shall include the singular, and gender shall include all genders.

16. Partial Invalidity. In case any term of this Agreement shall be held to be invalid, illegal or unenforceable, in whole or in part, neither the validity of the remaining part of such term or the validity of any other term of this Agreement shall in any way be affected thereby.

17. Calculation of Time. Time periods of five (5) days or less shall be computed without including Saturdays, Sundays, or national legal holidays, and any time period existing on a Saturday, Sunday or national legal holiday shall be extended until 5:00 p.m. on the next business day.

18. Effective Date. This Agreement is effective on the date on which the last of the parties signs this Agreement.

19. Typewritten or Handwritten Provisions. Handwritten provisions and/or typewritten provisions inserted in this Agreement, which are initialed by both parties, shall control over the printed provisions in conflict therewith.

20. Counterparts. This Agreement may be executed in any number of counterparts, any one and all of which shall constitute the agreement of the parties and shall be deemed one original instrument. The signature pages may be detached from one counterpart and reattached to another counterpart in order to form a fully-executed instrument. Signatures to this Agreement transmitted by facsimile or electronic mail will be valid and effective to

bind the Party so signing. Each Party agrees to promptly deliver any execution original to this Agreement with its actual signature to the other Parties, but a failure to do so will not affect the enforceability of this Agreement.

21. Time is of the Essence. Time is of the essence under the terms of this Agreement.

22. Agreement Not Recordable. This Agreement shall not be recorded in the public records of any county and any attempt to do so shall be null and void and of no force and effect whatsoever and any attempt to do so shall place said party in default hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement, to become effective as of the date and year first above written and in accordance with the terms of this Agreement.

Signed, sealed and delivered in the **SELLER:**
presence of:

**HAMMOCK LAKE MITIGATION BANK,
LLC**, a Florida limited liability company

AS TO SELLER:

By: _____

WITNESS:

Name: _____

Title: Managing Director

Executed on _____, 2019

BUYER:

CITY OF CLERMONT, FLORIDA

AS TO BUYER:

By: _____

Gail L. Ash - Mayor

WITNESS:

Executed on _____, 2019

EXHIBIT A



TIMBER ADVISORS

WIRING INSTRUCTIONS

FOR

TCPII Holdings, LLC

Wiring instructions for TCPII Holdings, LLC are as follows:

Bank:	IberiaBank 200 W. Congress Street Lafayette, LA 70501
Routing #:	265270413
Account Name:	TCPII Holdings, LLC
Address:	1230 Peachtree Street NE Suite 3500 AtlantaGA 30309
Account Type:	Checking
Account #:	2210391



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, February 26, 2019		
Agenda Item Name		
Ordinance No. 2019-11 <i>Final Andoc Annexation</i>		
Requested Action		
Recommend approval of Ordinance No. 2019-11		
Staff Report		
This administrative request for annexation is being heard concurrently with requests for a Small Scale Comprehensive Plan Amendment and rezoning. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 14, 2017. The applicant signed a Utility Agreement to receive water and sewer services from the City. The property is currently under construction with an approved permit from Lake County, the site will continue development under Lake County's jurisdiction until final completion. The property is being developed as a Veterinary Clinic. The property is approximately 1.92 acres. 		
The related request for a Comprehensive Plan Amendment would change the Future Land Use from Lake County's Regional Commercial to the City's Industrial. The rezoning request is to change the zoning from Lake County MP to the Clermont M-1 Industrial zoning classification. Staff recommends approval of Ordinance No 2019-11.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	ANN ORD 2019-11	ANN ORD 2019-11.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	Pictures- Site Conditions	Pictures- Site Conditions.pdf
4.	Annexation-Legal AD	Annexation-Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-11

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

PINE VALLEY INDUSTRIAL PARK LOTS 8,9 PB 29 PG 70 ORB 5000 PG 1231, Public Records of Lake County, Florida.

Containing a total of 1.92 Acres, more or less.

Alternate Key 3304667

SECTION 2.

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



CITY OF CLERMONT
ORDINANCE NO. 2019-11

SECTION 3.

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

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-11

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

LOCATION MAP



Pictures - Andoc Property Site Conditions



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, February 12, 2019 at 6:30 P.M. (Introduction) and on Tuesday, February 26, 2019 at 6:30 P.M. (Final Adoption) 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. 2019-11

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

LOCATION:
15016 Pine Valley Boulevard
(Alternate Key #3304667)

LEGAL DESCRIPTION
PINE VALLEY INDUSTRIAL PARK LOTS 8,9 PB 29 PG 70 ORB 5000 PG 1231, Public Records of Lake County, Florida, Alternate Key 3304667. Containing a total of 1.92 Acres, more or less.

Location Map:



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

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

Tracy Ackroyd Howe, MMC
City Clerk

D048464 - January 28 & February 19, 2019

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048464 (100%)

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

PROOF CREATED AT: 1/17/2019 2:04:54 PM
NEXT RUN DATE: 01/28/19
PROOF DUE: 01/25/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 26, 2019	
Agenda Item Name	
Ordinance No. 2019-12 <i>Final</i> <i>Andoc Comprehensive Plan Amendment</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-12.	
Staff Report	
This administrative request is being heard concurrently with requests for annexation and rezoning. The City is requesting annexation of the subject parcel as authorized by the Utility Agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 14, 2017. The applicant signed a Utility Agreement to receive water and sewer services from the City. The property is currently under construction with an approved permit from Lake County, the site will continue development under Lake County's jurisdiction until final completion. The property is being developed as a Veterinary Clinic. The property is approximately 1.92 acres.  The proposed map amendment will change the Future Land Use from Lake County's Regional Commercial to the City's Industrial. The related rezoning request will change the zoning from Lake County MP Industrial to the Clermont M-1 Industrial zoning classification. Staff recommends approval of the future land use map amendment from Lake County Regional Commercial to the City of Clermont Industrial (Ordinance No. 2019-12). <i>The Planning and Zoning Commission at their meeting held on February 5, 2019, voted unanimously to recommend approval of Ordinance No. 2019-12.</i>	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	CPA Ord. 2019-12	CPA Ord. 2019-12.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	FLU MAPS	FLU MAPS.pdf
4.	Pictures- Site Conditions	Pictures- Site Conditions.pdf
5.	Andoc SSCPA Legal AD	Andoc SSCPA Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-12

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

PINE VALLEY INDUSTRIAL PARK LOTS 8,9 PB 29 PG 70 ORB 5000 PG 1231, Public Records of Lake County, Florida.

Containing a total of 1.92 Acres, more or less.

Alternate Key 3304667



CITY OF CLERMONT
ORDINANCE NO. 2019-12

CHANGE IN FUTURE LAND USE CLASSIFICATION

From: Lake County Regional Commercial
To: City of Clermont Industrial

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. 2019-12

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of February, 2019.

Gail L. Ash, Mayor

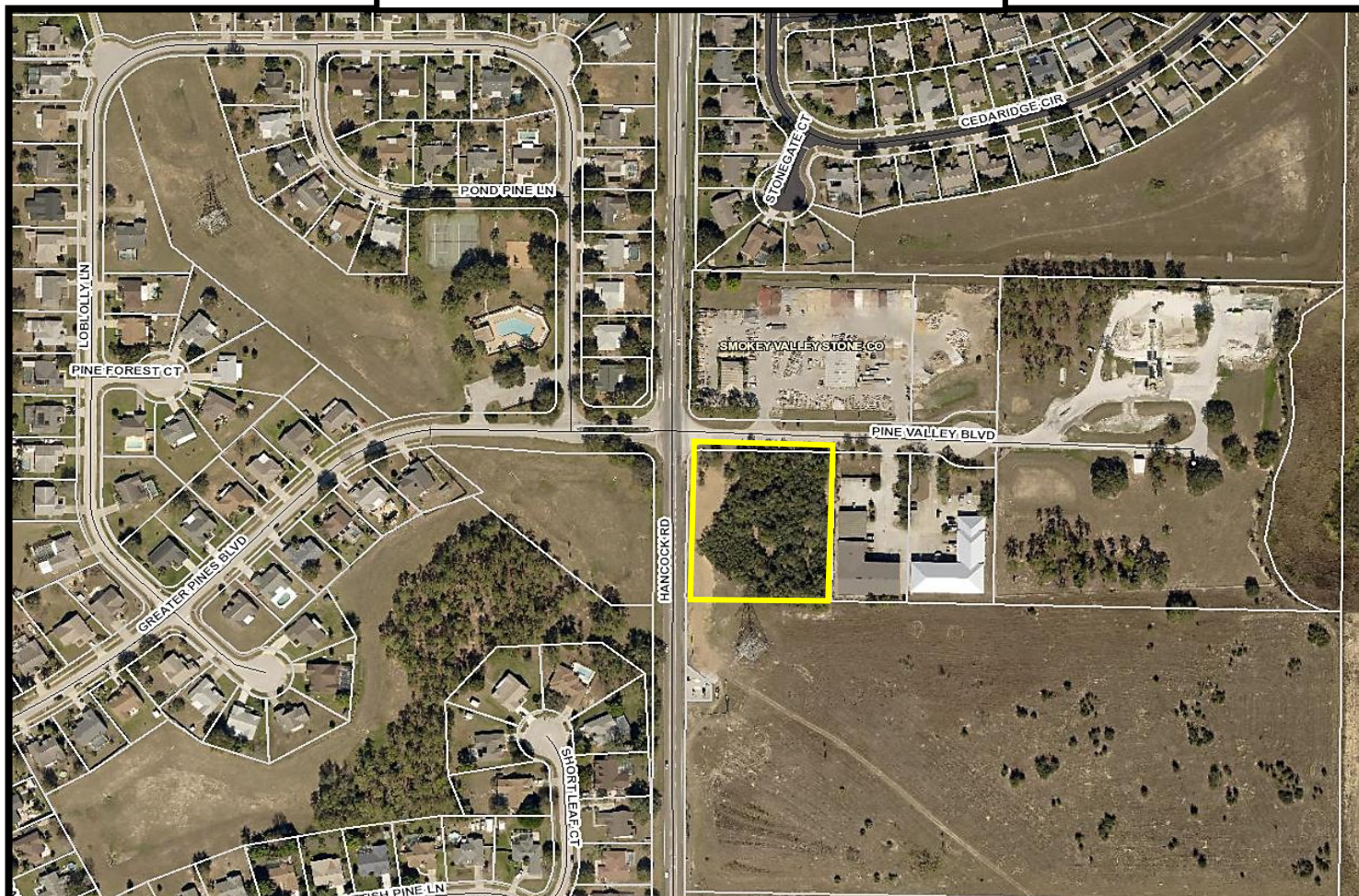
ATTEST:

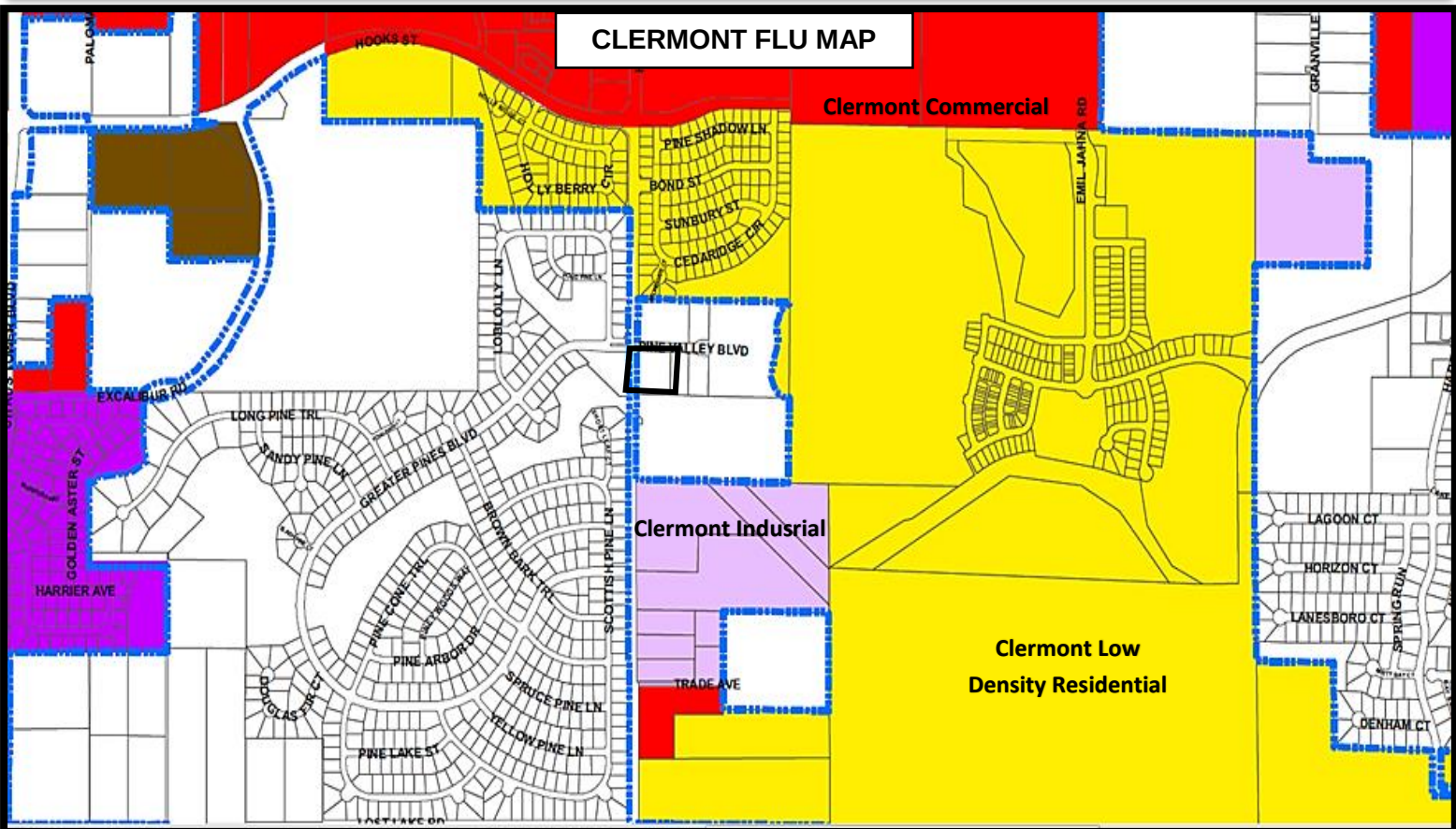
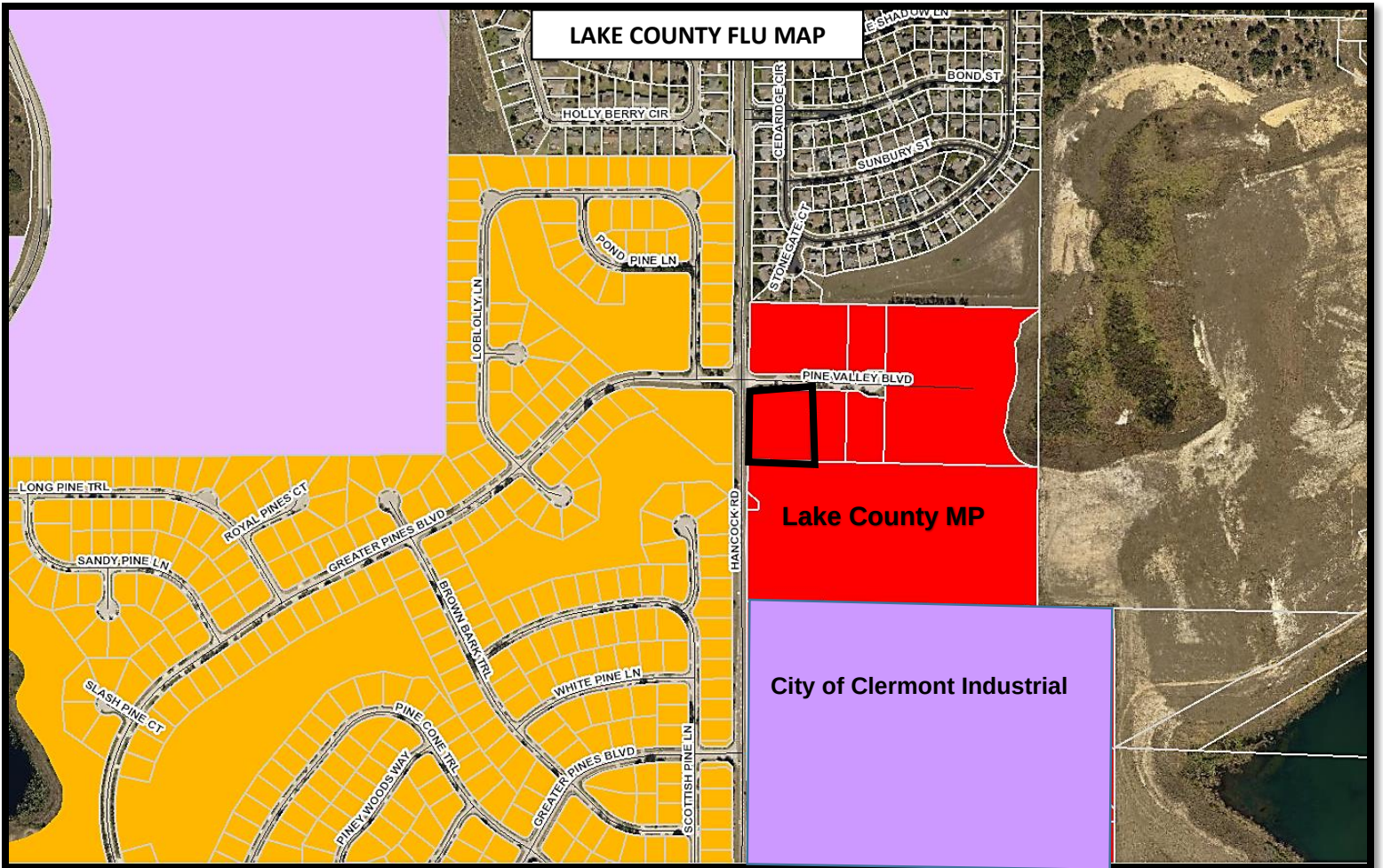
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP





Pictures - Andoc Property Site Conditions



CITY OF CLERMONT
NOTICE OF PROPOSED LAND
USE CHANGE
Small-Scale Comprehensive
Plan Amendment
ORDINANCE NO. 2019-12

The City of Clermont will hold public hearings on Tuesday, February 5, 2019 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, February 12, 2019 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, February 26, 2019 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 1.92 +/-acre parcel below from Lake County Regional Commercial to City of Clermont Industrial. Alternate Key 3304667.



Location:
15016 Pine Valley Boulevard
(Alternate Key #3304667)

Legal Description:
PINE VALLEY INDUSTRIAL PARK LOTS 8,9 PB 29 PG 70 ORB 5000 PG 1231, Public Records of Lake County, Florida, Alternate Key 3304667. Containing a total of 1.92 Acres, more or less.

Ordinance No. 2019-12
An Ordinance of the City of Clermont, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the small-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 241-7305 if you have any questions. The proposed amendment may be inspected at the City's Development Services Department (1st floor, City Hall) between 8 a.m. and 5 p.m. Monday-Friday. Please be advised that under state law, any person deciding to appeal a decision made at the public hearings will need a record of the proceedings and may need to ensure a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

D048461 - January 21 & February 19, 2019

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D048461 (100%)

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

PROOF CREATED AT: 1/17/2019 11:54:13 AM
NEXT RUN DATE: 01/21/19
PROOF DUE: 01/18/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, February 26, 2019	
Agenda Item Name	
Ordinance No. 2019-13 <i>Final Andoc Rezoning</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-13.	
Staff Report	
This administrative request is being heard concurrently with requests for annexation and a Small Scale Comprehensive Plan Amendment. The City is requesting annexation of the subject parcel as authorized by the utility agreement with the property owner. The Notice of Encumbrance to Annex with the City was executed on November 14, 2017. The applicant signed a Utility Agreement to receive water and sewer services from the City. The property is currently under construction with an approved permit from Lake County, the site will continue development under Lake County's jurisdiction until final completion. The property is being developed as a Veterinary Clinic. The property is approximately 1.92 acres.  The proposed rezoning is from Lake County MP Industrial to Clermont M-1 Industrial zoning classification. The related request for a comprehensive plan amendment would change the future land use from Lake County's Regional Commercial to the City's Industrial designation. Staff recommends approval of Ordinance No. 2019-13 rezoning subject property to Clermont M-1 Industrial district. <i>The Planning and Zoning Commission at their meeting held on February 5, 2019, voted unanimously to recommend approval of Ordinance No. 2019-13.</i>	
Additional Analysis	
Fiscal Impact Summary	

Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	REZ ORD 2019-13	REZ ORD 2019-13.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	ZONING MAPS	ZONING MAPS.pdf
4.	Pictures- Site Conditions	Pictures- Site Conditions.pdf
5.	Andoc Rezoning Legal AD	Andoc Rezoning Legal AD.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-13

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

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

SECTION 1.

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

LEGAL DESCRIPTION

PINE VALLEY INDUSTRIAL PARK LOTS 8,9 PB 29 PG 70 ORB 5000 PG 1231, Public Records of Lake County, Florida.

Containing a total of 1.92 Acres, more or less.

Alternate Key 3304667

**From: Lake County MP Planned Industrial District
To: City of Clermont M-1 Industrial District**

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-13

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 26th day of February, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

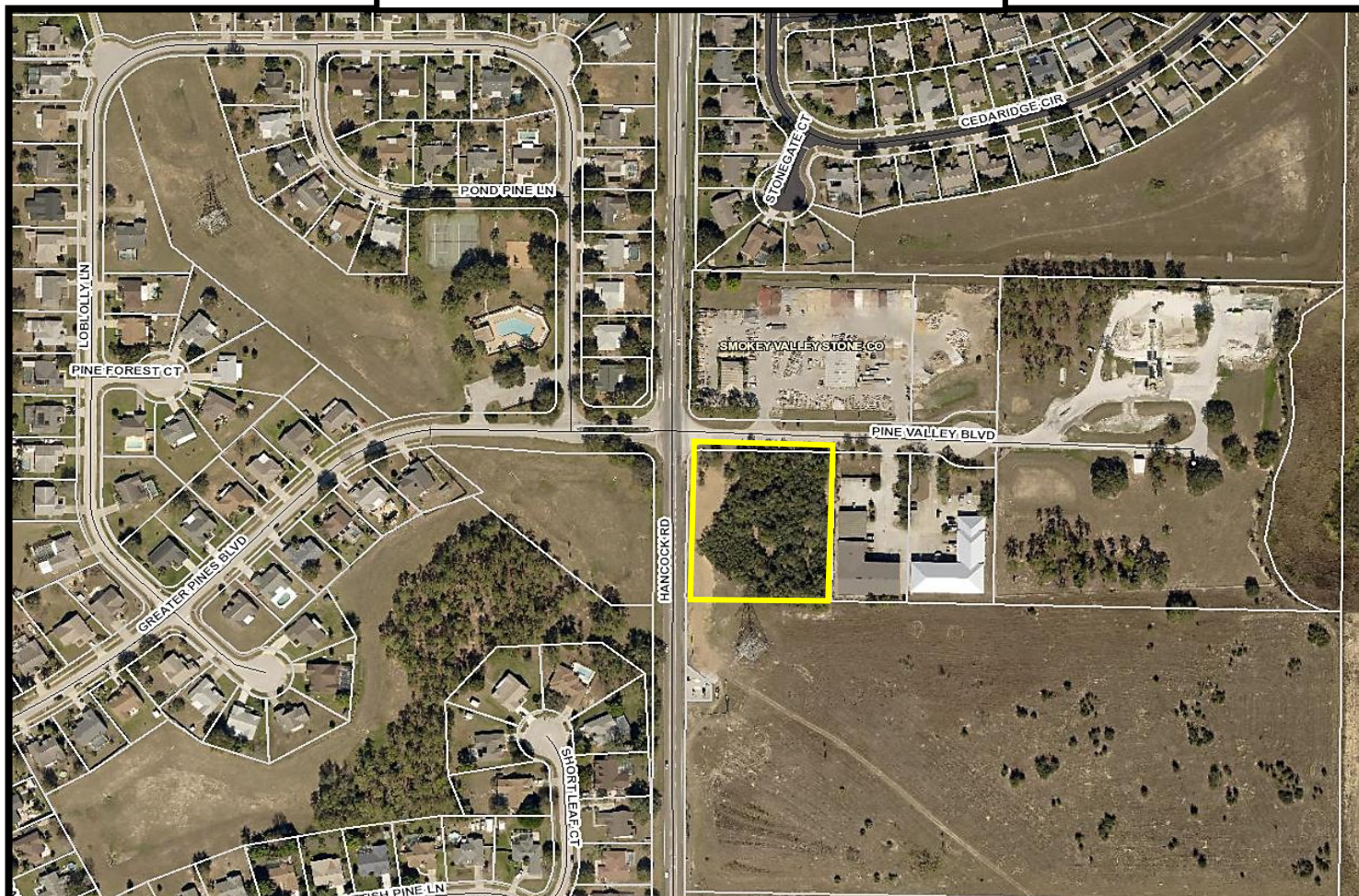
ATTEST:

Tracy Ackroyd Howe, City Clerk

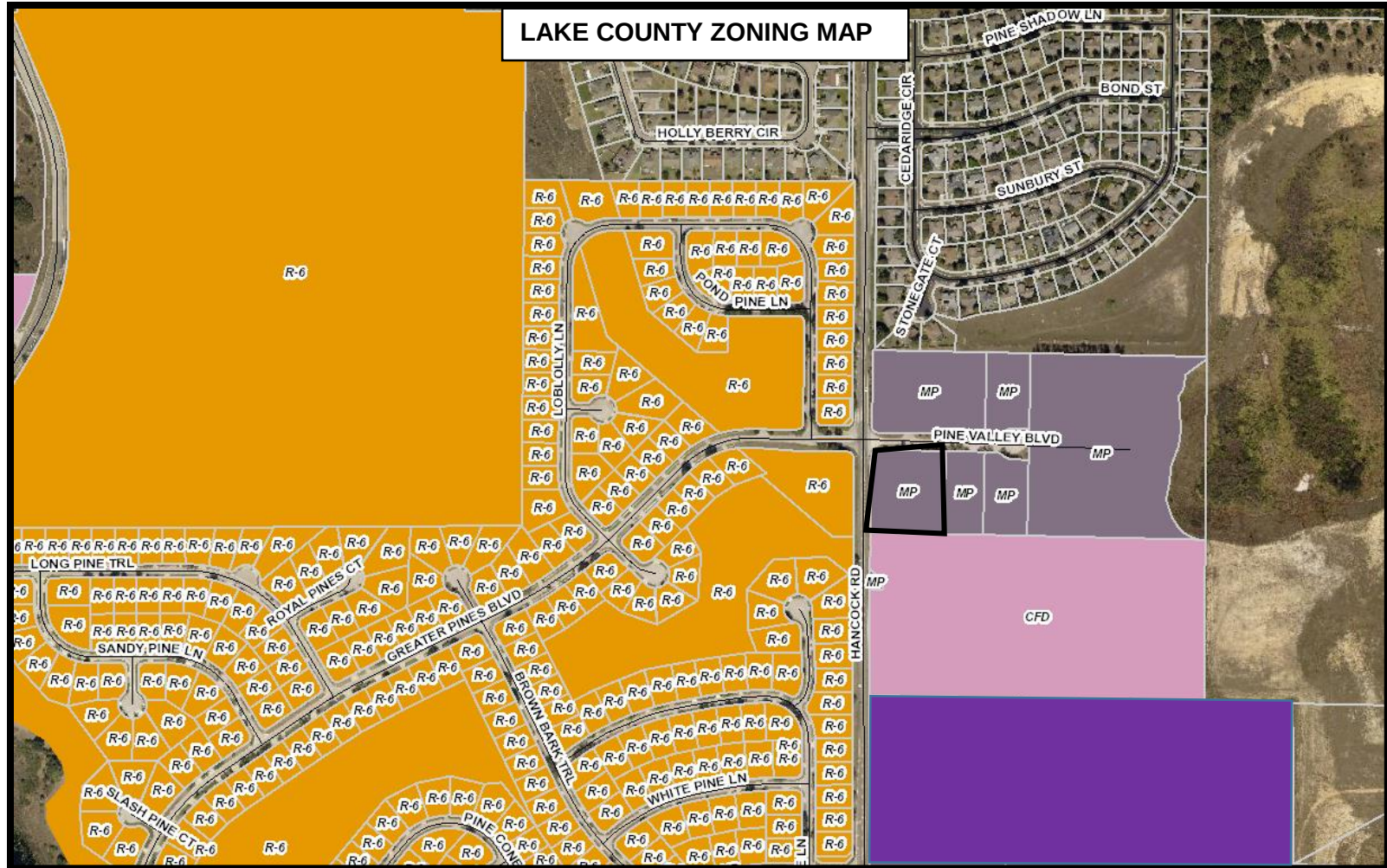
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

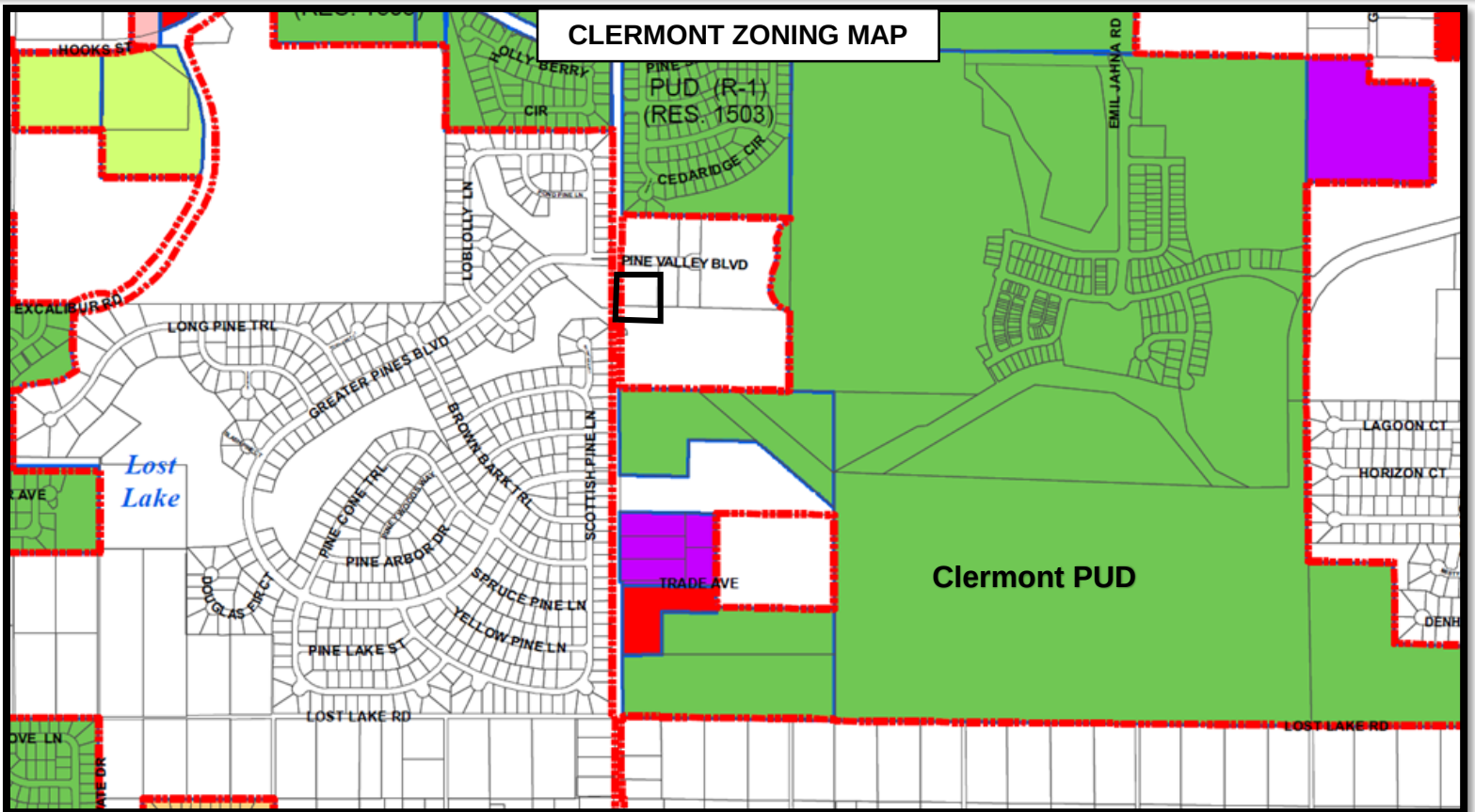
LOCATION MAP



LAKE COUNTY ZONING MAP



CLERMONT ZONING MAP



Pictures - Andoc Property Site Conditions



Advertising Receipt

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

Account Number: 7101866
Order Number: 10084299
Phone: (352) 241-7331
Date: 01/17/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	01/21/2019	02/19/2019	\$193.96

LEGAL NOTICE

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

ORDINANCE NO. 2019-13

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

8:00 A.M. and 5:00 P.M.

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10084299
January 21, 2019 &
February 19, 2019

LOCATION

15016 Pine Valley Boulevard,
Clermont, FL
Alternate Key 3304667

LEGAL DESCRIPTION

PINE VALLEY INDUSTRIAL PARK
LOTS 8,9 PB 29 PG 70 ORB 5000 PG
1231, Public Records of Lake County,
Florida, Alternate Key 3304667.
Containing a total of 1.92 Acres,
more or less.

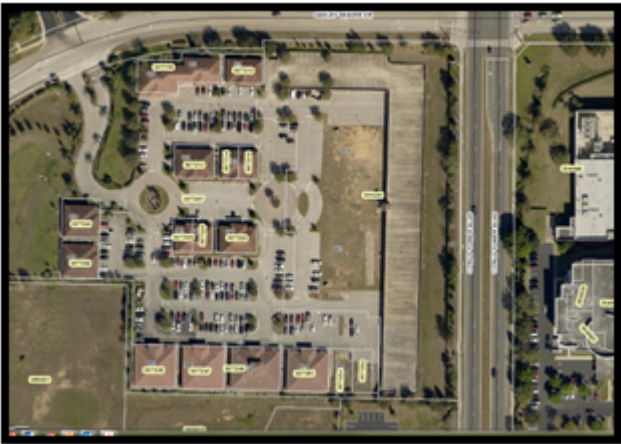
FROM: Lake County M-P Planned
Industrial District
TO: City Industrial District

This request will be considered by the Planning & Zoning Commission on Tuesday, February 5, 2019 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, February 12, 2019 at 6:30 p.m. for Introduction and for Final Adoption on Tuesday, February 26, 2019. All meetings will be held at City Hall, located at 685 W. Montrose Street.

This ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of

Payment Info	
Ad Price	\$193.96
Tax	\$0.00
Sub Total	\$193.96
Prepaid Amount	\$0.00
Balance Due	\$193.96

AGENDA ITEM

Meeting Date	
Tuesday, February 26, 2019	
Agenda Item Name	
Resolution No. 2019-01R <i>South Lake Medical Arts, Pad O</i>	
Requested Action	
Recommend denial of Resolution No. 2019-01R	
Staff Report	
The applicant, South Lake Medical Arts Center, is requesting to amend a Conditional Use Permit (Resolution No 2016-42) to allow for an increase to the professional office total square footage. The property is approximately 12+/- acres and is located at the southwest corner of Oakley Seaver and Citrus Tower Blvd. The current zoning is R-3 Residential/Professional District. The existing Conditional Use Permit was approved to allow up to 50,300 s.f. of professional offices, and 144 multifamily units and a parking structure, currently under construction. The applicant is again requesting to amend the Conditional Use Permit to allow for an increase to the professional office from 50,300 square feet up to 53,000 square feet. The applicant would like to construct a 5,000 square foot building on Pad O, the final building pad of the master development plan.  A Conditional Use Permit (Resolution No. 1485) was approved in 2006, to allow for an 116,000 square foot office complex with a parking structure. The project was never fully developed. In 2016, the CUP (Resolution No 2016-42) was amended to allow up to 144 multifamily units with a parking structure and up to 50,300 square feet of professional office space, the site currently has 47,717 square feet of professional office space built, which leaves approximately 2,583 square feet available for the last vacant building pad (Pad O), before the site maximum is reached. The applicant is requesting an increase to the professional office square feet to allow for construction of a 5,000 square foot office building. The proposed building will increase total professional office to approximately 53,000 square feet. When evaluating a request for a Conditional Use Permit, Section 86-144 of the Land Development Code requires specific development standards and provisions are met, Staff has reviewed the CUP application as submitted and finds the proposed use does not meet the general criteria. The site as proposed does not have sufficient parking to	

accommodate the proposed increase to the professional office square footage. The Land Development Code Section 98-14 requires 265 parking spaces to accommodate 53,000 square feet of professional office, the site as designed will only provide 254 parking spaces, therefore creating a deficit of 11 parking spaces. The applicant has signed an agreement with Lake County Government, that provides 22 reserved and designated parking spaces for one of the office buildings. The reserved spaces cannot be included in the shared parking plan, because the spaces are reserved and not available for public parking by the other tenants in the office center. The applicant is also requesting a variance for a parking deficient of 11 spaces. This request may create a hardship and insufficient parking for the overall professional office development. Therefore, Staff recommends denial of the request to amend the Conditional Use Permit with (Resolution No. 2019-01R).

The Planning and Zoning Commission at their meeting held on February 5, 2019, voted 4-1 to recommend denial of Resolution No. 2019-01R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | 2019-01R 881 Oakley Seaver Drive CUP | 2019-01R 881 Oakley Seaver Drive CUP.pdf |
| 2. | South Lake Medical Arts-Location Map | South Lake Medical Arts-Location Map.pdf |
| 3. | Development Site Map | Development Site Map.pdf |
| 4. | South Lake Medical Arts Center Ltr-Lake County | South Lake Medical Arts Center Ltr-Lake County.pdf |
| 5. | Email (Packet) | Email (Packet).pdf |
| 6. | Zoning Map-South Lake Medical Arts | Zoning Map-South Lake Medical Arts.pdf |
| 7. | CUP Application | CUP Application.pdf |
| 8. | Revised Ad Copy City of Clermont | Revised Ad Copy City of Clermont.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION NO. 2016-42) TO ALLOW FOR AN INCREASE OF TOTAL SQUARE FEET FOR THE PROFESSIONAL OFFICE SPACE.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held February 5, 2019 recommended denial of this Conditional Use Permit to allow for an increase to the total square footage for the professional office space, at the following location:

LOCATION:

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard
Alternate Key 3877287

WHEREAS, the granting of this Conditional Use Permit will not adversely affect the officially adopted Comprehensive Plan of the City; such use will not be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity; the proposed use will comply with the regulations and conditions specified in the codes for such use; and the proposed use may be considered desirable at the particular location;

WHEREAS, the applicant has requested to amend the approved Conditional Use Permit (Resolution No. 2016-42) to allow up to 53,000 square feet of professional office space, and

The City Council deems it advisable in the interest of the general welfare of the City of Clermont, Lake County, Florida to grant this Conditional Use Permit.

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

This application for an amendment to a Conditional Use Permit (Resolution 2016-42) to allow up to a maximum 53,000 square feet of professional office space; be granted subject to the following conditions:

SECTION 1. General Conditions

1. This Resolution 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 in title or interest, and shall be subject to each and every condition herein set out.
2. The property shall be developed in substantial accordance with the Conceptual Site Plan as prepared by the Applicant's Engineer. Construction plans incorporating all conditions of this permit shall be submitted for review and approval by City staff prior to authorization and issuance of a development permit. The conceptual plan submitted with the Conditional Use Permit application is not an approved site plan.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

3. Upon approval of the Resolution, the aforementioned property shall only be used for the purposes described herein. No further expansion of the use or additions to this project shall be permitted except as approved by another Conditional Use Permit. Any other proposed use shall be specifically authorized by amendment and approval of the City of Clermont City Council.
4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. Prior to the issuance of any permits, the applicant shall be required to submit formal site plans for review and approval by the City of Clermont Site Review Committee. The site plans shall meet all submittal requirements and comply with the conditions of this Resolution, applicable City Codes, Regulations, Ordinances, and provide compliance with the adopted City Comprehensive Plan, as amended.
6. No business can occupy any portion of the building unless the proposed business has applied for and obtained a Local Business Tax Receipt from the Development Services Department.
7. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of grant by the City Council or the permit shall become null and void.
8. The Applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
9. The structure shall be inspected by the Fire Marshal for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
10. The structure shall be inspected by the City Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.
11. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
12. This permit shall become null and void if substantial work has not begun within two (2) years of the date of issuance of this Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

SECTION 2. Land Use

1. The proposed development may contain up to 53,000 square feet of professional office space, and up to 144 multi-family units and a parking structure.
2. The allowable uses shall be those uses indicated within the R-3 Residential/Office zoning district of the City of Clermont Land Development Regulations.

SECTION 3. Transportation Improvements

1. Sidewalks shall be required along all public road frontages in accordance with adopted Florida Department of Transportation and City Codes.
2. Turn lanes shall also be provided based on staff Site Review Committee.
3. Prior to construction and development of the complex, the permittee/developer shall provide a traffic analysis which identifies the development's impact on the City's transportation system.

SECTION 4. Excavation and Grading/Operation Plans

1. The applicant shall submit a detailed excavation, grading and erosion control plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.
2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Said plan shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with the Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. A dust abatement plan shall be submitted to the City detailing measures to be taken in eliminating the migration of dust particles from the site.

SECTION 5. Utilities

The applicant shall submit a detailed utility plan for the entire site during the site plan review process which must be approved by the City Site Review Committee prior to initiation of development activity.

SECTION 6. Site Improvements/Landscaping

Onsite landscaping and perimeter landscaping shall be planted in excess of code, to be determined by staff at Site Review Committee.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

SECTION 7. Architectural Design Standards

Architectural finish and building plans for the development shall be submitted and approved by the Site Review Committee prior to any development activity to ensure aesthetic and public safety considerations are properly addressed.

The following design standards shall apply to all development on the site and shall apply until such time as citywide architectural design standards are adopted unless otherwise approved by the City of Clermont Site Review Committee.

Facades and Exterior Walls:

1. Ground floor facades that face public streets shall have arcades, display windows, entry areas, awnings or other such features along no less than sixty (60) percent of their horizontal length.
2. Facades greater than one hundred (100) feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three (3) feet. No uninterrupted length of any facade shall exceed one hundred (100) horizontal feet, except the parking structure.

Roofs:

1. Parapet walls or other design features shall be used to conceal flat roofs and rooftop equipment such as HVAC units from public view from all sides of the building. Parapet walls or other design features shall be constructed at a height of at least one (1) inch above the tallest roof top unit. A metal or other enclosure for roof top equipment does not constitute screening from public view. The average height of such parapets shall not exceed fifteen (15) percent of the height of the supporting wall and such parapets shall not at any point exceed one-third of the height of the supporting wall.
2. No uninterrupted length of any roofline or parapet wall shall exceed one hundred (100) horizontal feet.

Materials and Colors:

1. The predominant exterior finish shall be of high quality materials, including, but not limited to, brick, stone, stucco and textured concrete masonry units. The finished surface of the exterior walls shall not include smooth-faced concrete block, tilt-up concrete panels or prefabricated steel panels.
2. Facade colors shall be low reflective, subtle, neutral or earth tone colors. The use of high-intensity colors, metallic colors, black or fluorescent colors shall be prohibited.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

3. Building trim and accent areas shall be limited to one primary color. The use of a primary color in the building trim is limited to a one (1) foot wide band around the building. Neon tubing shall not be an acceptable feature for building trim or accent areas.

Entryways:

The main entryway shall feature no less than three (3) of the following:

1. canopies or porticos;
2. overhangs;
3. recesses/projections;
4. arcades;
5. peaked roof forms;
6. arches;
7. architectural details such as tile work and moldings which are integrated into the building structure and design;
8. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Signage:

Neon tubing shall not be used in building signage. The letters in the signage shall be a primary color.

Lighting:

Light poles shall not be painted in primary colors and they shall be no greater than 25 feet in height.

Miscellaneous:

1. Mobile storage systems; metal shipping containers and trailers, shall be prohibited.
2. Chain link fencing shall be prohibited. Fencing around water retention areas and all other fencing shall be ornamental metal fencing.

SECTION 8. Site Specific Conditions

1. Applicant shall install a fence of black aluminum along the western and southern divides between the Lofts and the existing South Lake Medical Arts Center (“SLMAC”).
2. The fence will be a minimum of five feet (5') in height and will be landscaped on the Lofts side with bougainvillea plants with no more than five feet (5') space between plants. The Applicant shall be responsible for maintenance of the bougainvillea plants.
3. Applicant will install a temporary windscreen/silt fence to protect the South Lake Medical Arts Center property from debris;



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

4. Applicant will take commercially reasonable actions to limit the noise and waste from construction during regular business hours. Applicant will operate the Lofts as a "first class" or "Class A" facility with rents consistent with similar Class A apartment facilities at all times, and that the Loft building, parking areas and grounds are secured at all times;
5. Applicant will install and maintain operational security cameras outside of the Loft buildings at all times;
6. Applicant will ensure that the Lofts have gated access through Oakley Seaver entrance;
7. Applicant will comply with City waste requirements at all time, with no variances except to provide trash compactors. If trash compactors are approved by the City as a variance, the trash compactors must be functional at all times;
8. Applicant will maintain the Lofts in good condition with no dead landscaping, chipped or peeling paint, or broken windows;
9. Applicant will not permit Loft residents to leave furniture or other large waste outside of the building for more than one (1) day;
10. The decorative fire gate will be present and functional at all times. Loft residents will not have a clicker or other access through the fire gate.
11. On or before the expiration of sixty (60) days after the issuance of the final certificate of occupancy or equivalent final permit for the multi-family residential project, the applicant shall reseal and restripe the existing parking and drive areas in South Lake Medical Arts Center. The resealing and restriping of the parking and drive areas shall be in accordance with professional standards as required to maintain the appearance and functionality of the parking and drive areas based on the age and condition of the parking and drive areas.
12. In the event that parking at this site proves inadequate the City reserves the right to open the CUP for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.



CITY OF CLERMONT
RESOLUTION NO. 2019-01R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 26th day of February, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

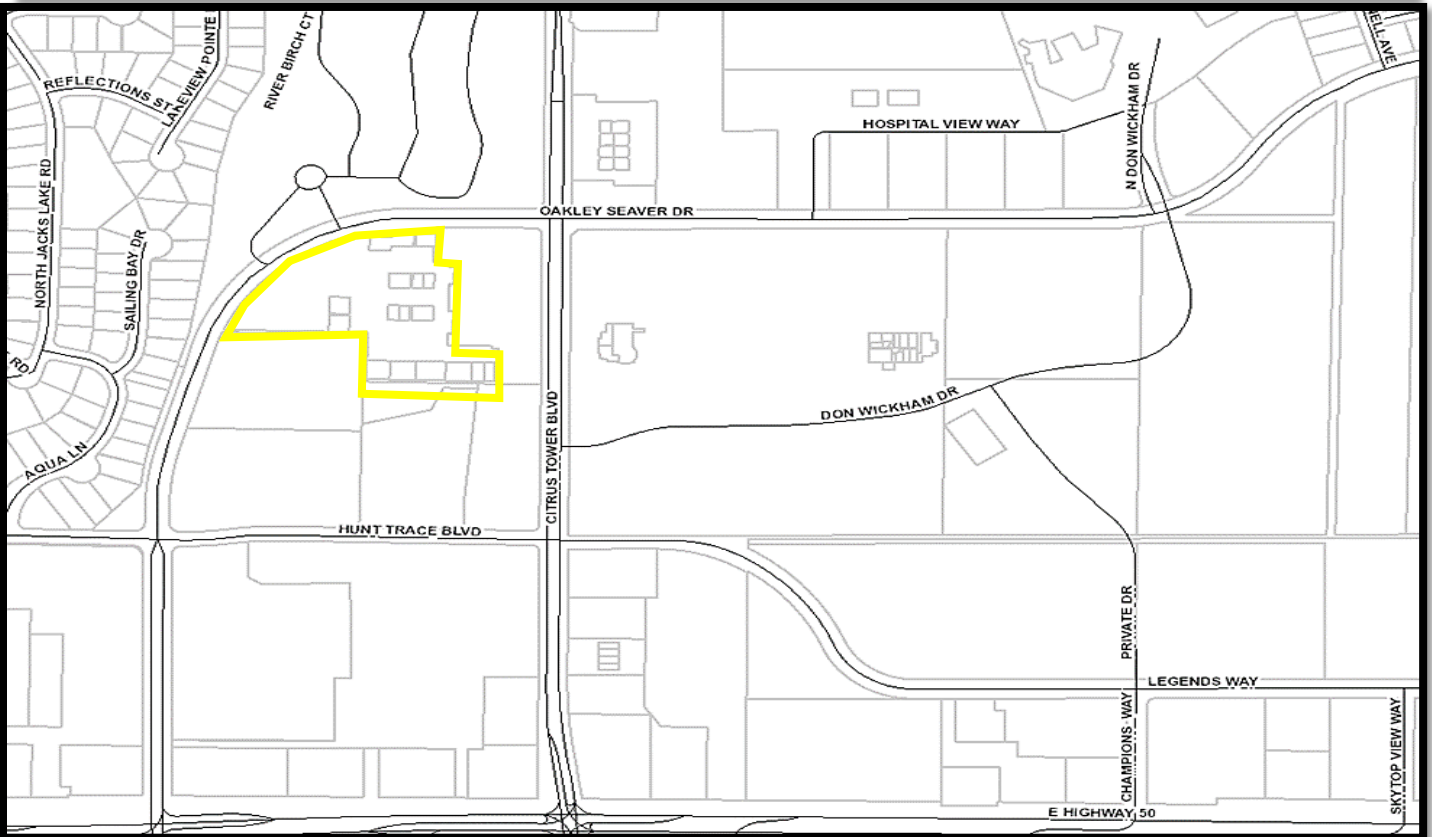
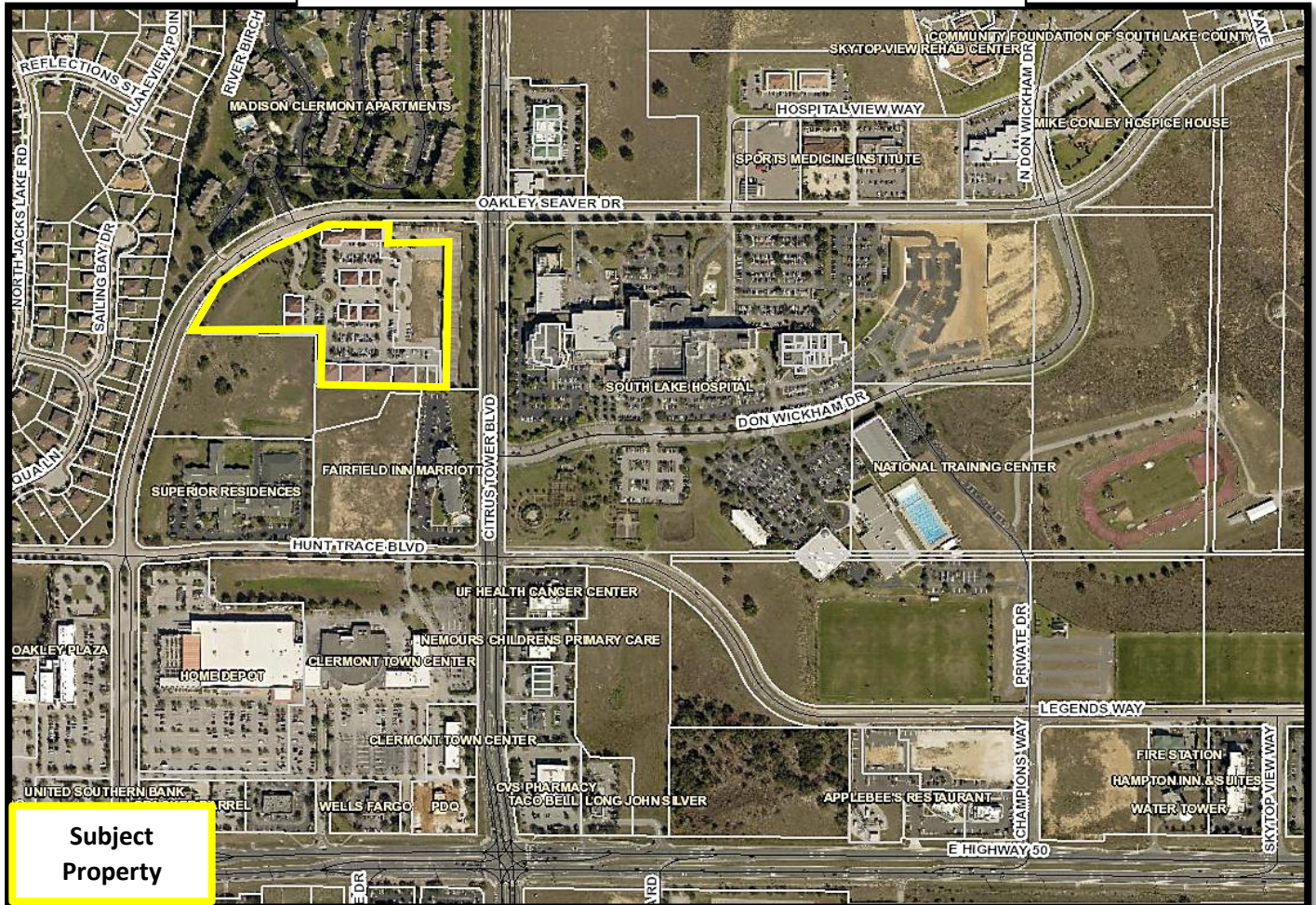
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

South Lake Medical Arts-Location Map



[illegible]



LAKE COUNTY FLORIDA

October 26, 2018

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

RE: South Lake Medical Arts Center - Unit O - Request for Conditional Use Permit (CUP) – Alt Key 3877287

Dear Darren:

Lake County owns property located at 875 Oakley Seaver Drive (Unit N) in Clermont that houses the Health Department's health and dental clinics. We received a Notice of Hearing and a copy of the CUP application for Unit O, which seeks to increase the overall development area to build a 5,000 square foot office.

In 2017, Belgian Capital Fund, LLC, (Belgian) was approved to build the Lofts@Southlake within the medical office complex. At the time that zoning amendment was being processed by the City, the Health Department already had parking concerns. Belgian entered into an agreement with the County to address those concerns, a copy of which is enclosed. The Health Department has continued to have parking issues and we are requesting that the City include the following conditions in the CUP:

- A requirement that the applicant provide twenty-two (22) designated parking spaces to the Health Department, and that those spaces are clearly marked as reserved for the Health Department's use, with a minimum of eleven (11) of those spaces located directly in front of the Health Department building (Unit N), and the remaining spaces within the lower level of the existing parking garage.
- A requirement that the applicant reconfigure, resurface, and appropriately stripe the parking lot located directly in front of the Health Department building (Unit N) as shown on the concept plan dated January 10, 2017, and enclosed with this letter.

Thank you for your consideration. Please let me know if you have any questions or need any additional information.

Sincerely,

Jeff Cole
County Manager

JC/mw
Enclosures

cc: Paul Butler, Assistant County Health Department Director (*via email only*)
Melanie Marsh, County Attorney (*via email only*)

COUNTY MANAGER'S OFFICE
P.O. BOX 7800 ♦ 315 W. MAIN ST. ♦ SUITE 308 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.343.9888 ♦ F 352.343.9495
Board of County Commissioners ♦ www.lakecountyfl.gov

AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
BELGIAN CAPITAL FUND, LLC
REGARDING
SOUTH LAKE MEDICAL ARTS CENTER

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address for the purposes of this Agreement is Post Office Box 7800, Tavares, Florida 32778, and **BELGIAN CAPITAL FUND, LLC**, a Florida limited liability company (hereinafter called "Belgian Capital"), whose address for the purposes of this Agreement is 1201 West Highway 50, Clermont, Florida 34711.

WITNESSETH

WHEREAS, Belgian Capital is the owner of Pad F (Alternate Key No. 3877220) and Pad G (Alternate Key No. 3877221), South Lake Medical Arts Center Third Amendment, Condominium, recorded at Official Records Book 3, Pages 31-33, Public Records of Lake County, Florida (hereinafter called "SLMA"); and

WHEREAS, Belgian Capital is also the Declarant (Developer) under the Second Amended and Restated Declaration of Condominium of South Lake Medical Arts Center, a Landsite Condominium, recorded at Official Records Book 3563, Pages 632-711, Public Records of Lake County, Florida; pursuant to that certain Assignment of Developer Rights, recorded at Official Records Book 4028, Pages 1693-1694, Public Records of Lake County, Florida; and

WHEREAS, Lake County is the owner of Pads N-A and N-B, (Alternate Key No. 3877251) South Lake Medical Arts Center Third Amendment, Condominium, recorded at Official Records Book 3, Page 31-33, Public Records of Lake County, Florida; and

WHEREAS, the South Lake Medical Arts Center Association, Inc. has proposed for adoption the Fifth Amendment to the Second Amended and Restated Declaration of Condominium of South Lake Medical Arts Center (hereinafter called the "Fifth Amendment"), which would separate Pads F and G and certain portions of the Condominium common area, upon which a multi-family development known as the Lofts@Southlake (hereinafter called the "Lofts") are planned for construction; and

WHEREAS, all owners within the South Lake Medical Arts Center, except the County, have voted to adopt the Fifth Amendment; and

WHEREAS, Belgian Capital and the County wish to establish the terms and conditions under which the County will vote for, or provide a valid proxy to vote for, and execute as necessary, the Fifth Amendment;

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by this reference.

Section 2. Effective Date. This Agreement shall become effective upon the execution of this Agreement by both parties, using the later date of execution as the "Effective Date".

Section 3. Parking Non-disturbance. The construction of the Lofts shall not interfere with the parking area currently utilized by Pads N-A and N-B during the normal business operating hours of the Lake County Health Department facility located at Pads N-A and N-B. Belgian Capital and the constructor/developer of the Lofts shall coordinate with the County and the Lake County Health Department to ensure uninterrupted operation and to minimize the disruption caused to the County and/or the Lake County Health Department.

Section 4. Emergency Access Gate. The access gate to the Lofts shown near the southeast corner of the Lofts property on that certain Conceptual Site Plan prepared by Denham Engineering, dated January 10, 2017 and incorporated into the City of Clermont's Resolution 2017-42 (hereinafter called "Conceptual Site Plan"), shall be used solely for emergency access by

governmental emergency services personnel, and shall never be used for private or public access to the Lofts parcel.

Section 5. Additional Parking for Pads N and O. The southern twenty-two (22) parking spaces within the first floor of the parking garage, shown on the Conceptual Site Plan as “Buildings N and O Parking Only”, shall be reserved exclusively as parking for Pads N-A, N-B, and O, and shall be physically separated by wall, fence or other type of permanent barrier from the remainder of the parking garage, which is to be utilized by the Lofts only, allowing for no traffic between such areas.

Section 6. Handicap Parking Requirements. Upon completion of the Lofts construction, Belgian Capital shall ensure that handicap parking requirements for Pads N-A, N-B, and O, are met, and if not, shall supply and construct additional handicap parking as needed, at no cost to the County or the Association.

Section 7. County Proxy or Vote and Execution of the Fifth Amendment. In return for the terms, conditions and requirements of Belgian Capital contained within this Agreement, the County shall execute a proxy in favor of Belgian Capital to vote for adoption of the Fifth Amendment, or shall attend the Association meeting scheduled to complete such vote and vote affirmatively for such Fifth Amendment, and shall execute the Fifth Amendment together with the owners within SLMA, if needed.

Section 8. Running with the Land. This Agreement, including all the terms, conditions and requirements of Belgian Capital contained herein, shall run with the land and shall be binding on the successors and assigns of the County and Belgian Capital.

Section 9. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section 10. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth

below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Belgian Capital

Belgian Capital Fund, LLC.
Attn: Jan Hendrickx, Manager
1201 West Highway 50, Clermont, Florida
Clermont, Florida 34711

County

Lake County Board of County Commissioners
Attn: County Attorney or
Lake County Property Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

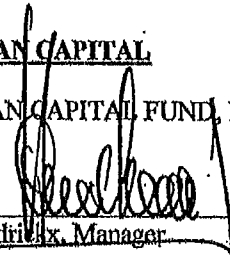
Section 11. Signatures. Scanned or facsimile signatures on this Agreement shall be acceptable.

Section 12. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners; signing by and through its Chairman, and Belgian Capital, through its duly authorized representative.

BELGIAN CAPITAL

BELGIAN CAPITAL FUND, LLC



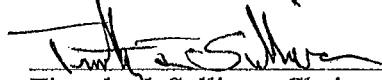
Jan Hendrickx, Manager

This 16 day of June, 2017.

Agreement between Lake County, FL and Belgian Capital Fund, LLC regarding South Lake Medical Arts Center

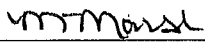
COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Timothy I. Sullivan, Chairman

This 20 day of June, 2017.

Approved as to form and legality:


Melanie Marsh
County Attorney



Denham Engineering, LLC
Civil Engineering
Orlando: 407-217-5487
Clermont: 352-989-1915
Briar@DenhamENG.com
www.DenhamENG.com

Inland Atlantic Development Corporation
1375 Peachtree St. NE
Atlanta, GA 30309
Phone: 404-503-8140

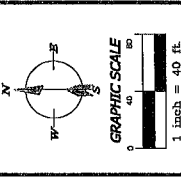
SLMAC Multi-Family
Clermont, FL

Conceptual Plans

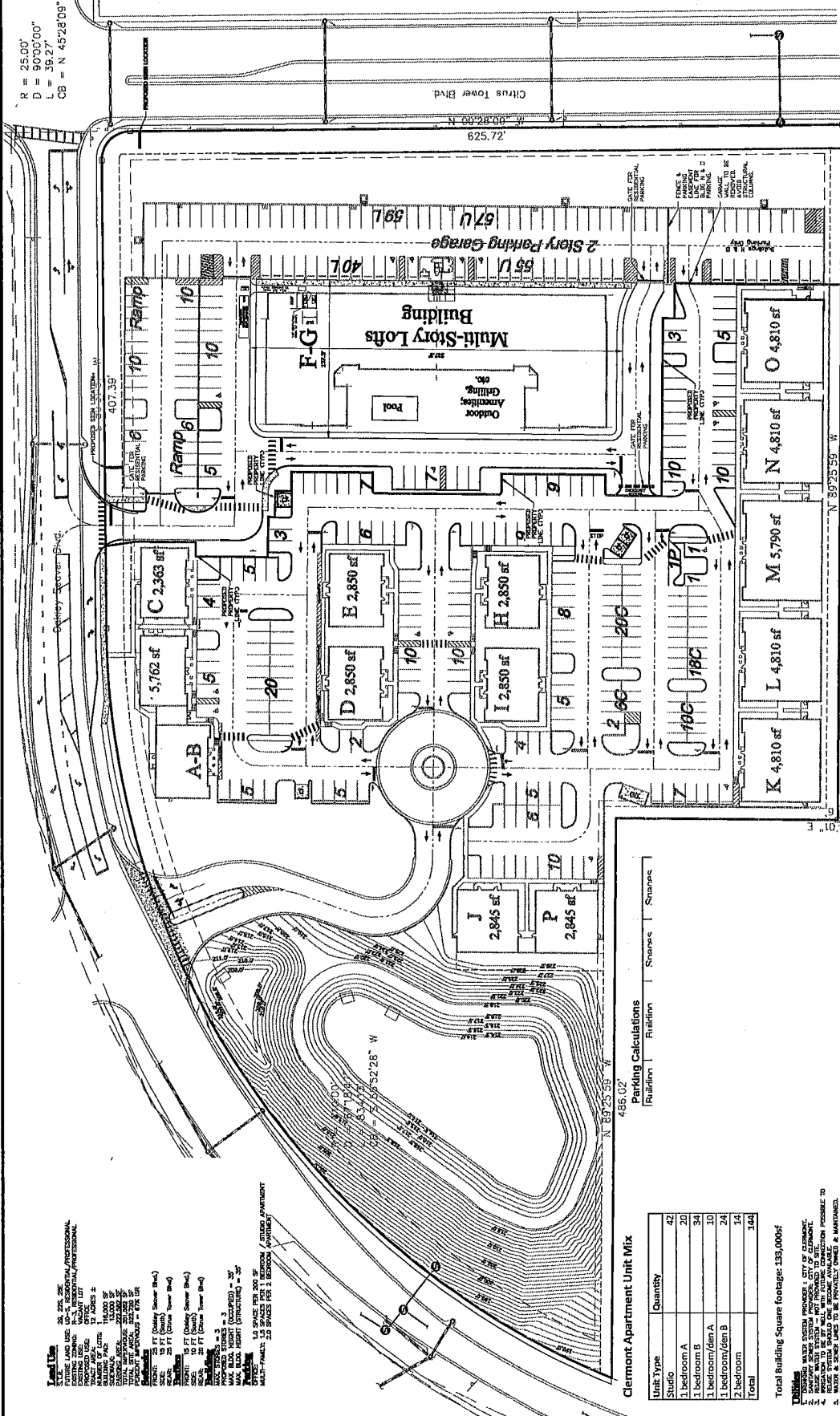
Dimension Plan

Revisions	
1	Initial Design
2	Final Design
3	Final Design
4	Final Design
5	Final Design
6	Final Design
7	Final Design
8	Final Design
9	Final Design
10	Final Design

Prepared and Issued Under the Seal and Signature of the Professional Engineer:
J. Brian Denham, P.E.
Date: 01-11-17
Certificate of Authorization #20666



Sheet Number
1 of 1



Clermont Apartment Unit Mix	
Unit Type	Quantity
Studio	42
1 bedroom A	20
1 bedroom B	34
1 bedroom/den A	10
1 bedroom/den B	24
2 bedroom	14
Total	144

Parking Calculations	
Building	Spaces
Building A	100
Building B	100
Building C	100
Building D	100
Building E	100
Building F	100
Building G	100
Building H	100
Building I	100
Building J	100
Building K	100
Building L	100
Building M	100
Building N	100
Building O	100
Building P	100
Building Q	100
Building R	100
Building S	100
Building T	100
Building U	100
Building V	100
Building W	100
Building X	100
Building Y	100
Building Z	100

Total Building Square Footage: 133,000sf	
Building A	10,000sf
Building B	10,000sf
Building C	10,000sf
Building D	10,000sf
Building E	10,000sf
Building F	10,000sf
Building G	10,000sf
Building H	10,000sf
Building I	10,000sf
Building J	10,000sf
Building K	10,000sf
Building L	10,000sf
Building M	10,000sf
Building N	10,000sf
Building O	10,000sf
Building P	10,000sf
Building Q	10,000sf
Building R	10,000sf
Building S	10,000sf
Building T	10,000sf
Building U	10,000sf
Building V	10,000sf
Building W	10,000sf
Building X	10,000sf
Building Y	10,000sf
Building Z	10,000sf

Regina McGruder

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Sent: Wednesday, October 31, 2018 9:44 AM
To: Wilkinson, Michelle; Jimmy Crawford
Cc: jcotch@incmlaw.com; Marsh, Melanie
Subject: RE: South Lake Medical Arts

Thank you Michelle: I don't believe we have a problem including the county's terms in the variance. We appreciate the cooperation.

Jimmy
Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail from your computer, and do not disseminate the contents to any other individual or entity. ***Note to clients: This e-mail may contain privileged information and dissemination to any other person or entity could destroy the privilege. further, this firm stores some or all of its electronic mail in the "cloud." while we take all reasonable measures to protect your electronic data, like any other company we can provide no guarantee against electronic data fraud.***

Replies Filtered: Any incoming reply to this e-mail communication or other e-mail communication to us will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply or other e-mail communications to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

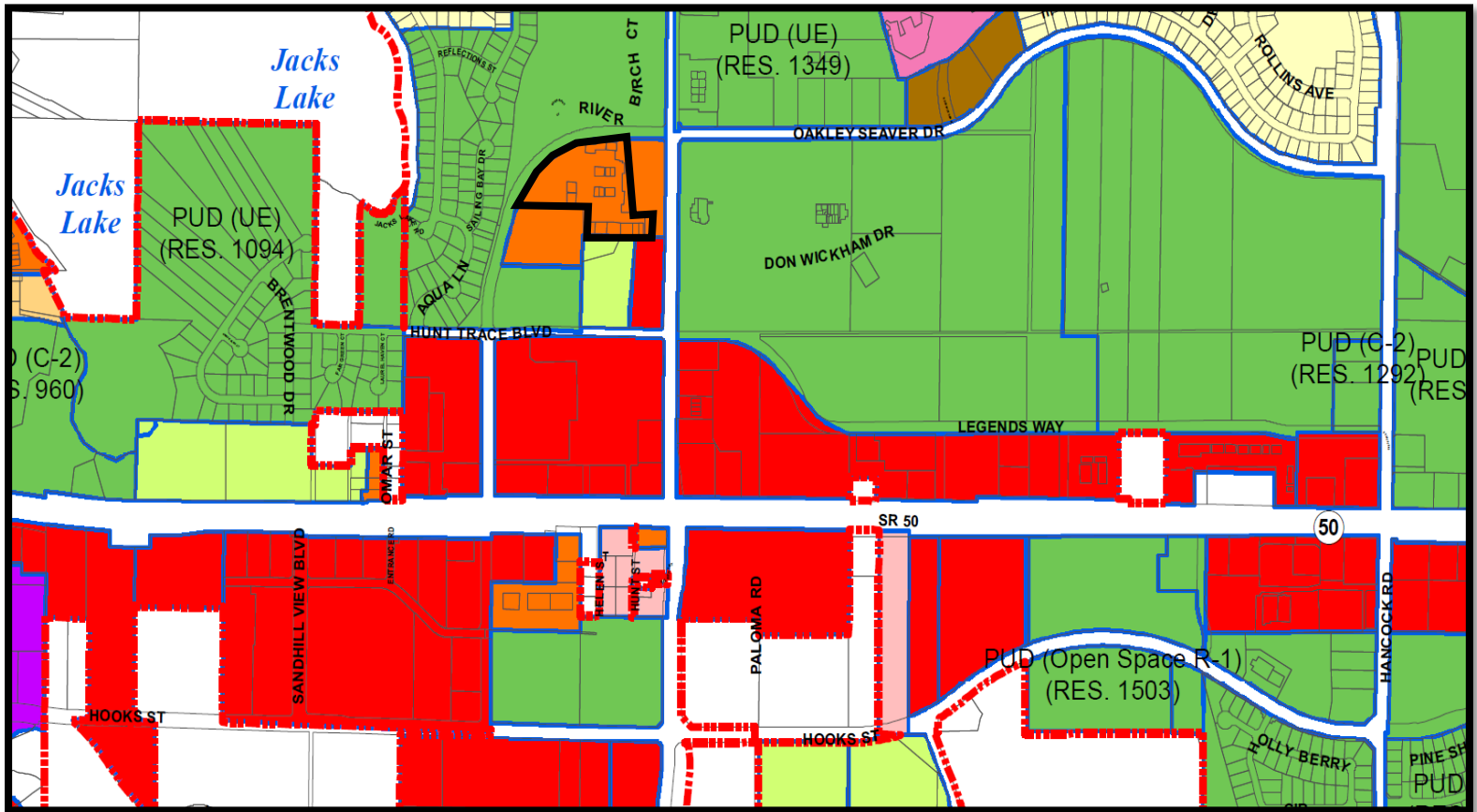
From: Wilkinson, Michelle
Sent: Tuesday, October 30, 2018 5:00 PM
To: Jimmy Crawford ; Jimmy Crawford
Cc: jcotch@incmlaw.com; Marsh, Melanie
Subject: South Lake Medical Arts

Jimmy,

I have attached a copy of the County Manager's letter sent to the City of Clermont.

Thank you,

South Lake Medical Arts - Zoning Map



Legend

City Limits

Zoning Designations

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



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: July 18, 2018

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): South Lake Medical Arts -Pad O

APPLICANT: Jimmy Crawford, Esq.

CONTACT PERSON: Jimmy Crawford

Address: 1201 W. Highway 50, Suite A

City: Clermont State: Florida Zip: 34711

Phone: 352-394-7408 Fax: _____

E-Mail: jcrawford@lncmlaw.com

OWNER: Belgian Capital Fund, LLC

Address: 1132 Kane Concourse, Suite 200

City: Bay Harbor Islands State: Florida Zip: 33154

Phone: _____ Fax: _____

Address of Subject Property: Southwest corner of Oakley Seaver Drive and Citrus Tower Blvd.

General Location: Southwest corner of Oakley Seaver Drive and Citrus Tower Blvd.

AK # 3877287

Legal Description (include copy of survey): See attached

Land Use (City verification required): Residential/Office

Zoning (City verification required): R-3 Residential Professional with a CUP.

**CITY OF CLERMONT
CONDITIONAL USE PERMIT (CUP)
APPLICATION**

Page 2

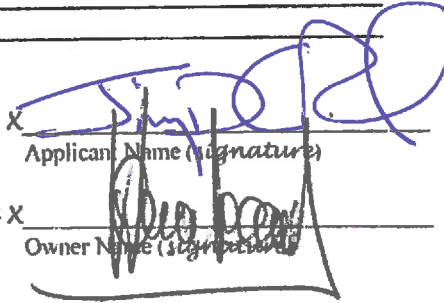
Detailed Description of request (What are you proposing to do and why is it appropriate for this location? Attach additional page is necessary.

The applicant would like to finish development of the center. The contract purchaser would like to construct a 5,000 square foot building, consistent with the surrounding offices, and in order to do so, the overall development area allowed in the CUP will need to be increased from 50,300 square feet to 53,000 square feet. The PUD plan and parking calculations have been revised to include the additional square footage.

The issue has arisen because several, if not most, of the buildings already constructed (Pad O is the last unbuilt pad) were built slightly larger than the allowed size -- probably because outside dimensions were used for measurements instead of interior space. This has resulted in, by the City's calculation, there being 47,717 feet of space built already, leaving Pad O only 2583 feet to reach the maximum square footage for the center of 50,300. Therefore, to allow Pad O to build its allowed 5000 sf, just as the other pads were allowed, the center needs to increase its allowed footage to 53000

Jimmy D. Crawford, Esq.

Applicant Name (print)

X 
Applicant Name (signature)

Jan Hendrickx, as Manager of Belgian Capital Fund, LLC X

Owner Name (print)

Owner Name (signature)

***** NOTICE *****

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

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

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10084535
Phone: (352) 241-7331
Date: 01/28/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a l	01/29/2019	02/19/2019	\$170.60

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for amendment to a Conditional Use Permit (Resolution No. 2016-42) to allow for an increase of the total square foot permitted for the professional office, at the following location:

Ad No: 10084535
January 29, 2019 &
February 19, 2019

LOCATION

Southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard (AK 3877287)

A complete legal description may be obtained in the Development Services Department located at 685 W. Montrose Street, Clermont, FL 34711.

This request will be considered by the Planning & Zoning Commission on Tuesday, February 5, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, February 26, 2019 at 6:30pm.

All meetings will be held in City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Payment Info	
Ad Price	\$170.60
Tax	\$0.00
Sub Total	\$170.60
Prepaid Amount	\$0.00
Balance Due	\$170.60



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, February 26, 2019			
Agenda Item Name			
Variance Request <i>South Lake Medical Arts, Pad O</i>			
Requested Action			
Recommend denial of requested variance.			
Staff Report			
The applicant, South Lake Medical Arts, is requesting a variance to the Land Development Code, (1) To allow for a reduction of eleven (11) parking spaces instead of the number as required by the Land Development Code, Section 98-14 – Minimum Parking Spaces. The variance request is being heard concurrently with a request to amend a Conditional Use Permit (Resolution No 2016-42) to allow for an increase to the total professional office square footage. The property is approximately 12 +/- acres and the zoning is R-3 Residential/Professional District. The subject parcel is located at the southwest corner of Oakley Seaver Drive and Citrus Tower Boulevard. The variance request to the parking requirements is for Pad O, the final building pad in an existing professional office center. The applicant would like to construct a 5,000 square foot building which will increase the maximum allowed professional office square footage from 50,300 up to 53,000 s.f. The requested increase to the total square footage requires additional parking for compliance to the Land Development Code, Section 98.14, the code requires 1 space per 200/53,000 square foot, the current site conditions provide 254 spaces and the requested increase will require 265 spaces, therefore creating an 11 space parking deficient for the professional office center. The applicant signed an agreement with Lake County Government that requires 22 designated and reserved parking spaces for one of the office tenants. Although the Center provides shared parking for the buildings, the 22 designated and reserved spaces cannot be included in the shared parking plan because the spaces are not available for public use by the other buildings. Therefore, creating insufficient parking for the overall commercial center. Section 86-174 of the Land Development Code requires a positive finding on review criteria and findings, in order to grant a variance, staff has reviewed the application as submitted and finds it does not meet a positive finding. Therefore, staff recommends denial of the variance request to the Clermont Land Development Code.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			

1.	New 86-174 Review Criteria-South Lake Medical Arts Pad O	New 86-174 Review Criteria-South Lake Medical Arts Pad O.pdf
2.	South Lake Medical Arts-Location Map	South Lake Medical Arts-Location Map.pdf
3.	Development Site Map	Development Site Map.pdf
4.	Lake County Government Letter and Applicant Agreement	Lake County Government Letter and Applicant Agreement.pdf
5.	Email (Packet)	Email (Packet).pdf
6.	Applicant Parking Plan-Information	Parking Plan-Information.pdf
7.	Variance Application	Variance Application.pdf
8.	Variance Legal AD	Variance Legal AD.pdf

South Lake Medical Arts Center Pad O - Parking Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: The South Lake Medical Arts Center includes multiple office buildings with shared parking. Several of the offices are not open every day of the week and therefore their allotted parking spaces are not used. The shared parking in the Center allows for flexibility and does not require the strict adherence of the Code’s requirement of parking space per 200 square feet of floor space. There is no evidence that granting the variance will negatively impact nearby property owners.

Staff comments: The requested variance of a reduction to the Land Development Code for eleven (11) parking spaces may impact and interfere with the existing parking for the other businesses in this center. The applicant has signed an Agreement with Lake County Government that requires (22) designated and reserved parking spaces for the Lake County Health Department, located in (Unit N). The approved Conditional Use Permit (Resolution No. 2016-08) requires a maximum total professional office square foot of 50,300, the applicant is also requesting an amendment to the CUP to increase the total square footage. Although the professional office center share parking spaces, because of the agreement with Lake County, 22 parking spaces are reserved, and will not be shared with the other businesses in the Center. Therefore, parking may become a problem in the future, that could negatively impact the other businesses in the professional office center.

Negative finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: The variance will enable the property owner to develop as the other medical offices located within the South Lake Medical Arts Center have. The shared parking plan already aids during busier times at the Center.

Staff comments: The requested variance for a reduction of 11 parking spaces, this request is a large parking deficient to an existing very busy medical office center that may create parking problems in the future when at maximum development capacity.

Negative finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: There is no evidence that granting the variance would impede the City’s objective response.

Staff comments: The requested variance to the land development code will not further any legitimate city objective, the existing parking conditions were created in compliance with the Land Development Code, the applicant could construct a smaller building footprint that may not require a parking variance to the Land Development Code.

Negative finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: *The requested variance is consistent with the City's comprehensive plan and the City's vision.*

Staff comments: *The variance request is consistent with the city's comprehensive plan.*

Positive finding

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

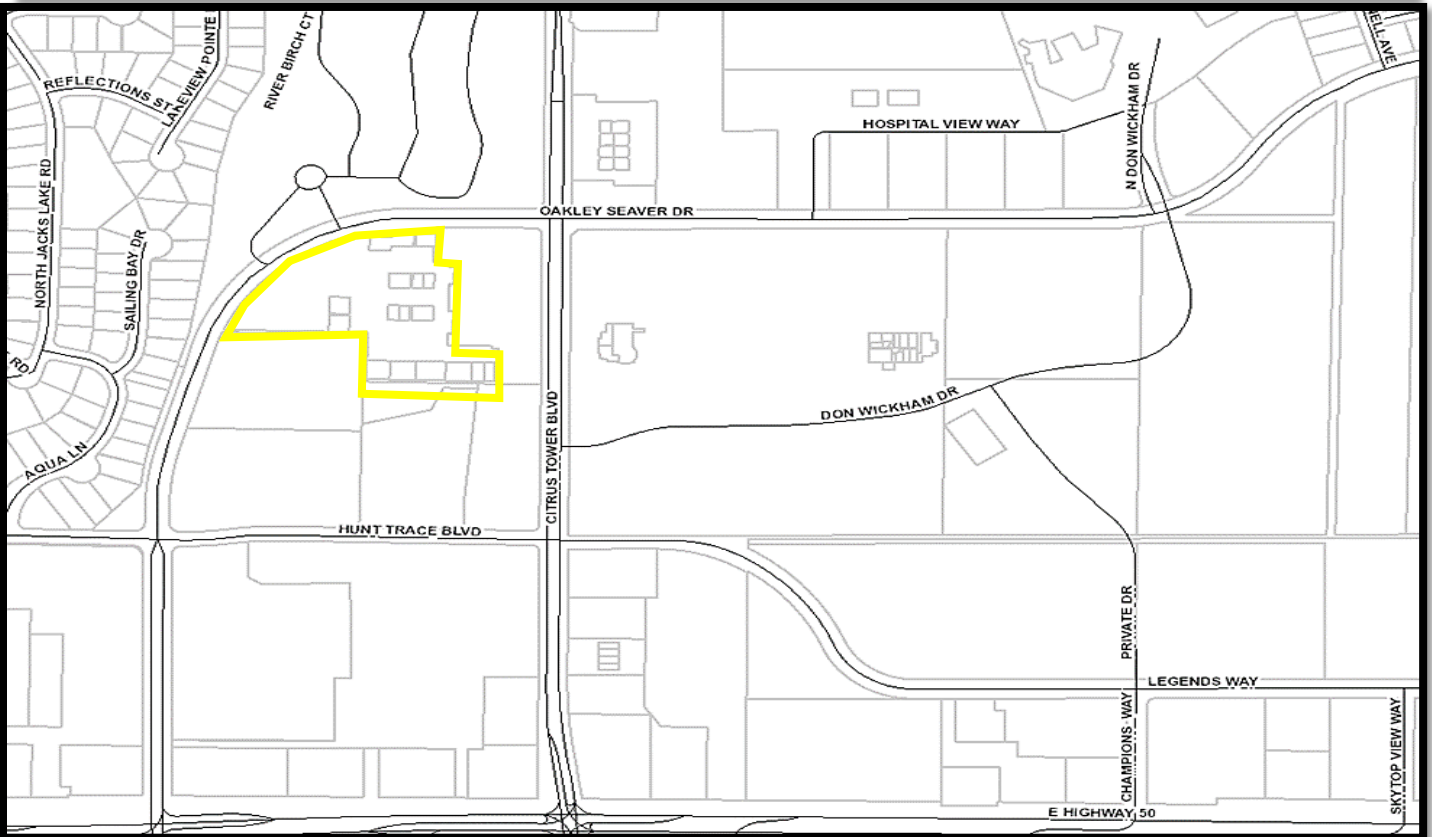
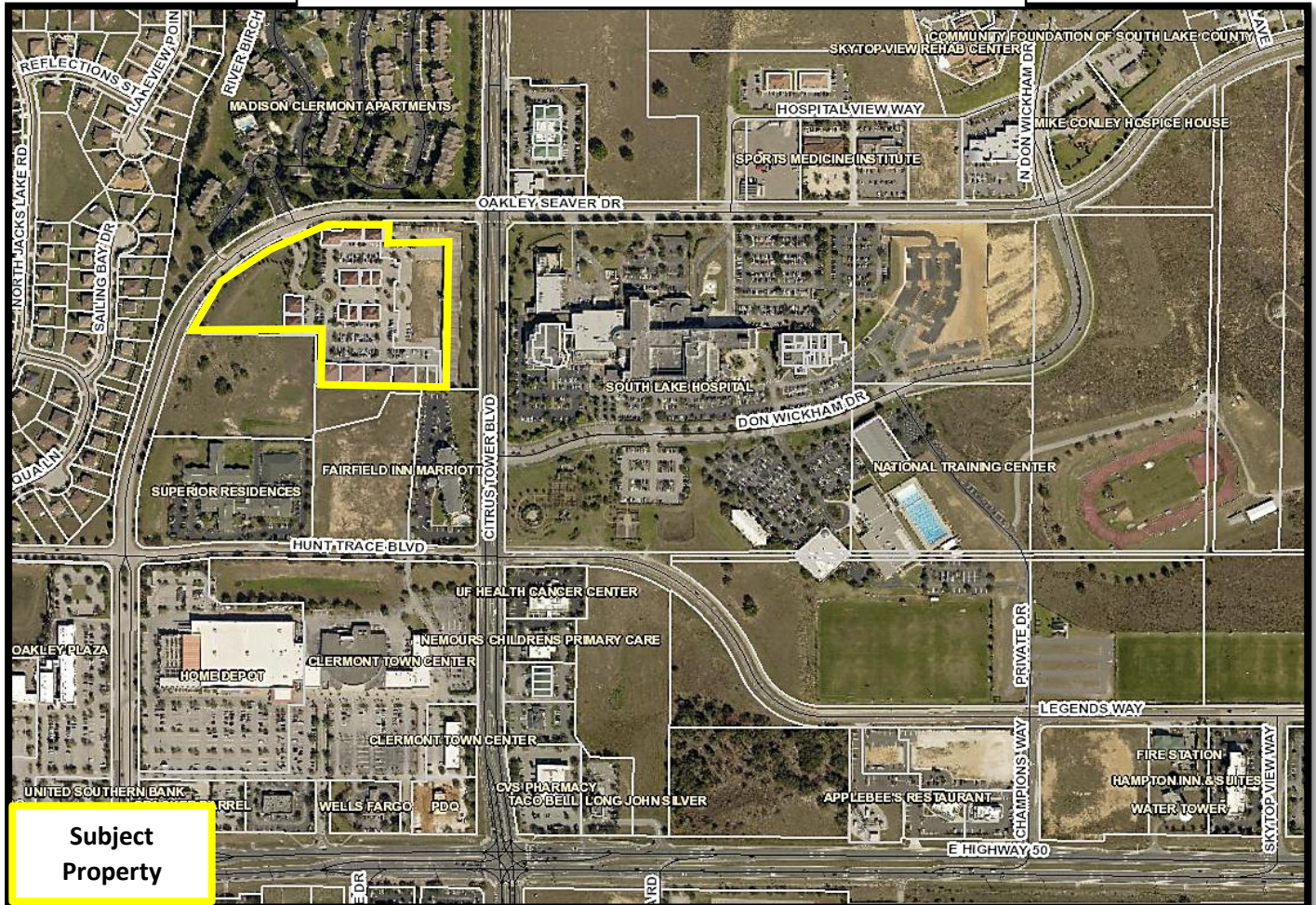
Applicant response: *It is the Applicant's belief that the requested variance is the minimum variance needed to improve the property and provide fairness to the Owner of Pad O.*

Staff comments: *The variance request of an 11 space parking deficient to the Land Development Code is not the minimum variance to make reasonable use of the land. The current parking conditions were created in compliance to the Land Development Code, Section 98-14, other similar businesses were able to comply with the Code. The applicant signed an Agreement with Lake County Government to ensure sufficient parking for the entire site. Although the professional office center share parking among tenants, 22 of the site parking spaces are Designated and Reserved and not available for use by the other tenants in the Center.*

Negative finding

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

South Lake Medical Arts-Location Map



This is a detailed architectural floor plan of a multi-story apartment building. The plan is oriented with the building's main entrance at the top. The central part of the plan is dominated by the 'Multi-Story Apartment Building', which contains numerous apartment units. These units are labeled with letters (A-B, C, D, E, F, G, H, I, J, K, L, M, N, O) and numbers (1-20). The building also features a 'Pool' and an 'Outdoor Amusement, Grilling, etc.' area. To the right of the main building, there are two ramps labeled 'Ramp 6' and 'Ramp 10'. Below the main building, there is a '2 Story Parking Garage' with units labeled 55 U, 42 L, 59 U, and 59 L. The plan also shows surrounding streets, including 'L 123rd St' and 'L 124th St'. Other features include 'Future Student Parking Only' and 'Guest Parking Only' areas, and various utility lines and easements.



LAKE COUNTY
FLORIDA

October 26, 2018

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

RE: South Lake Medical Arts Center - Unit O - Request for Conditional Use Permit (CUP) – Alt Key 3877287

Dear Darren:

Lake County owns property located at 875 Oakley Seaver Drive (Unit N) in Clermont that houses the Health Department's health and dental clinics. We received a Notice of Hearing and a copy of the CUP application for Unit O, which seeks to increase the overall development area to build a 5,000 square foot office.

In 2017, Belgian Capital Fund, LLC, (Belgian) was approved to build the Lofts@Southlake within the medical office complex. At the time that zoning amendment was being processed by the City, the Health Department already had parking concerns. Belgian entered into an agreement with the County to address those concerns, a copy of which is enclosed. The Health Department has continued to have parking issues and we are requesting that the City include the following conditions in the CUP:

- A requirement that the applicant provide twenty-two (22) designated parking spaces to the Health Department, and that those spaces are clearly marked as reserved for the Health Department's use, with a minimum of eleven (11) of those spaces located directly in front of the Health Department building (Unit N), and the remaining spaces within the lower level of the existing parking garage.
- A requirement that the applicant reconfigure, resurface, and appropriately stripe the parking lot located directly in front of the Health Department building (Unit N) as shown on the concept plan dated January 10, 2017, and enclosed with this letter.

Thank you for your consideration. Please let me know if you have any questions or need any additional information.

Sincerely,

Jeff Cole
County Manager

JC/mw

Enclosures

cc: Paul Butler, Assistant County Health Department Director (*via email only*)
Melanie Marsh, County Attorney (*via email only*)

COUNTY MANAGER'S OFFICE

P.O. BOX 7800 ♦ 315 W. MAIN ST. ♦ SUITE 308 ♦ TAVARES, FLORIDA 32778-7800 ♦ P 352.343.9888 ♦ F 352.343.9495

Board of County Commissioners ♦ www.lakecountyfl.gov

**AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA
AND
BELGIAN CAPITAL FUND, LLC
REGARDING
SOUTH LAKE MEDICAL ARTS CENTER**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter referred to as the "County"), whose address for the purposes of this Agreement is Post Office Box 7800, Tavares, Florida 32778, and **BELGIAN CAPITAL FUND, LLC**, a Florida limited liability company (hereinafter called "Belgian Capital"), whose address for the purposes of this Agreement is 1201 West Highway 50, Clermont, Florida 34711.

WITNESSETH

WHEREAS, Belgian Capital is the owner of Pad F (Alternate Key No. 3877220) and Pad G (Alternate Key No. 3877221), South Lake Medical Arts Center Third Amendment, Condominium, recorded at Official Records Book 3, Pages 31-33, Public Records of Lake County, Florida (hereinafter called "SLMA"); and

WHEREAS, Belgian Capital is also the Declarant (Developer) under the Second Amended and Restated Declaration of Condominium of South Lake Medical Arts Center, a Landsite Condominium, recorded at Official Records Book 3563, Pages 632-711, Public Records of Lake County, Florida; pursuant to that certain Assignment of Developer Rights, recorded at Official Records Book 4028, Pages 1693-1694, Public Records of Lake County, Florida; and

WHEREAS, Lake County is the owner of Pads N-A and N-B, (Alternate Key No. 3877251) South Lake Medical Arts Center Third Amendment, Condominium, recorded at Official Records Book 3, Page 31-33, Public Records of Lake County, Florida; and

WHEREAS, the South Lake Medical Arts Center Association, Inc. has proposed for adoption the Fifth Amendment to the Second Amended and Restated Declaration of Condominium of South Lake Medical Arts Center (hereinafter called the "Fifth Amendment"), which would separate Pads F and G and certain portions of the Condominium common area, upon which a multi-family development known as the Lofts@Southlake (hereinafter called the "Lofts") are planned for construction; and

WHEREAS, all owners within the South Lake Medical Arts Center, except the County, have voted to adopt the Fifth Amendment; and

WHEREAS, Belgian Capital and the County wish to establish the terms and conditions under which the County will vote for, or provide a valid proxy to vote for, and execute as necessary, the Fifth Amendment;

NOW, THEREFORE, for and in consideration of the mutual terms, understandings, conditions, premises and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct, and are incorporated herein and made a part hereof by this reference.

Section 2. Effective Date. This Agreement shall become effective upon the execution of this Agreement by both parties, using the later date of execution as the "Effective Date".

Section 3. Parking Non-disturbance. The construction of the Lofts shall not interfere with the parking area currently utilized by Pads N-A and N-B during the normal business operating hours of the Lake County Health Department facility located at Pads N-A and N-B. Belgian Capital and the constructor/developer of the Lofts shall coordinate with the County and the Lake County Health Department to ensure uninterrupted operation and to minimize the disruption caused to the County and/or the Lake County Health Department.

Section 4. Emergency Access Gate. The access gate to the Lofts shown near the southeast corner of the Lofts property on that certain Conceptual Site Plan prepared by Denham Engineering, dated January 10, 2017 and incorporated into the City of Clermont's Resolution 2017-42 (hereinafter called "Conceptual Site Plan"), shall be used solely for emergency access by

governmental emergency services personnel, and shall never be used for private or public access to the Lofts parcel.

Section 5. Additional Parking for Pads N and O. The southern twenty-two (22) parking spaces within the first floor of the parking garage, shown on the Conceptual Site Plan as "Buildings N and O Parking Only", shall be reserved exclusively as parking for Pads N-A, N-B, and O, and shall be physically separated by wall, fence or other type of permanent barrier from the remainder of the parking garage, which is to be utilized by the Lofts only, allowing for no traffic between such areas.

Section 6. Handicap Parking Requirements. Upon completion of the Lofts construction, Belgian Capital shall ensure that handicap parking requirements for Pads N-A, N-B, and O, are met, and if not, shall supply and construct additional handicap parking as needed, at no cost to the County or the Association.

Section 7. County Proxy or Vote and Execution of the Fifth Amendment. In return for the terms, conditions and requirements of Belgian Capital contained within this Agreement, the County shall execute a proxy in favor of Belgian Capital to vote for adoption of the Fifth Amendment, or shall attend the Association meeting scheduled to complete such vote and vote affirmatively for such Fifth Amendment, and shall execute the Fifth Amendment together with the owners within SLMA, if needed.

Section 8. Running with the Land. This Agreement, including all the terms, conditions and requirements of Belgian Capital contained herein, shall run with the land and shall be binding on the successors and assigns of the County and Belgian Capital.

Section 9. Compliance with Laws and Regulation. In performing pursuant to this Agreement, each party hereto shall abide by the respective statutes, ordinances, rules and regulations pertaining to, or regulating, the acts of such party.

Section 10. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and be deemed to be delivered when (i) hand delivered to the official hereinafter designated, or (ii) three days after the date on which deposited in the United States mail, postage prepaid, certified mail return receipt requested, and addressed to a party at the address set forth

below, or such other address as the party shall have specified by written notice to the other party delivered in accordance herewith.

Belgian Capital

Belgian Capital Fund, LLC.
Attn: Jan Hendrickx, Manager
1201 West Highway 50, Clermont, Florida
Clermont, Florida 34711

County

Lake County Board of County Commissioners
Attn: County Attorney or
Lake County Property Manager
315 West Main Street
P.O. Box 7800
Tavares, Florida 32778

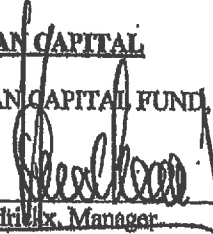
Section 11. **Signatures.** Scanned or facsimile signatures on this Agreement shall be acceptable.

Section 12. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and may not be modified or amended except by a written instrument equal in dignity herewith and executed by the parties to be bound thereby.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the date and year below written: County, through its Board of County Commissioners, signing by and through its Chairman, and Belgian Capital, through its duly authorized representative.

BELGIAN CAPITAL

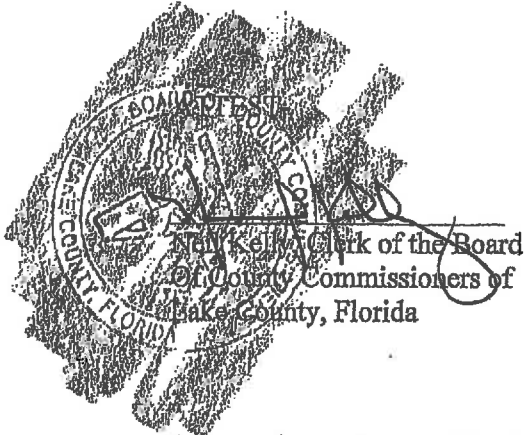
BELGIAN CAPITAL FUND, LLC



Jan Hendrickx, Manager

This 16 day of June, 2017.

Agreement between Lake County, FL and Belgian Capital Fund, LLC regarding South Lake Medical Arts Center



Timothy L. Sullivan, Clerk of the Board
Of County Commissioners of
Lake County, Florida

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


Timothy L. Sullivan, Chairman

This 20 day of June, 2017.

Approved as to form and legality:


Melanie Marsh
County Attorney

Regina McGruder

From: Jimmy Crawford <jcrawford@cmhlawyers.com>
Sent: Wednesday, October 31, 2018 9:44 AM
To: Wilkinson, Michelle; Jimmy Crawford
Cc: jcotch@lncmlaw.com; Marsh, Melanie
Subject: RE: South Lake Medical Arts

Thank you Michelle: I don't believe we have a problem including the county's terms in the variance. We appreciate the cooperation.

Jimmy
Jimmy D. Crawford, Esq.
Partner
Crawford, Modica & Holt
Chartered Attorneys at Law
702 W. Montrose Street
Clermont, FL 34711
Tel. No. 352-432-8644
Fax No. 352-432-8699
www.cmhlawyers.com

This e-mail is sent from the law firm of Crawford, Modica & Holt, Chartered Attorneys at Law and is intended to be read only by the individuals addressed. If you are not the intended recipient, or you otherwise believe you have received this message in error, please notify the sender immediately, delete the e-mail from your computer, and do not disseminate the contents to any other individual or entity. ***Note to clients: This e-mail may contain privileged information and dissemination to any other person or entity could destroy the privilege. further, this firm stores some or all of its electronic mail in the "cloud." while we take all reasonable measures to protect your electronic data, like any other company we can provide no guarantee against electronic data fraud.***

Replies Filtered: Any incoming reply to this e-mail communication or other e-mail communication to us will be electronically filtered for "spam" and/or "viruses." That filtering process may result in such reply or other e-mail communications to us being quarantined (i.e., potentially not received at our site at all) and/or delayed in reaching us. For that reason, we cannot guarantee that we will receive your reply or other e-mail communications to us and/or that we will receive the same in a timely manner. Accordingly, you should consider sending communications to us which are particularly important or time-sensitive by means other than e-mail.

From: Wilkinson, Michelle
Sent: Tuesday, October 30, 2018 5:00 PM
To: Jimmy Crawford ; Jimmy Crawford
Cc: jcotch@lncmlaw.com; Marsh, Melanie
Subject: South Lake Medical Arts

Jimmy,

I have attached a copy of the County Manager's letter sent to the City of Clermont.

Thank you,

<u>Building</u>	<u>Building size at conceptual plan (in square feet)</u>	<u>Required number of spaces at time of concept plan</u>	<u>Number of parking spaces actually provided at build out</u>	<u>Actual Building size (in square feet)</u>	<u>Required number of spaces required</u>
A-B	5,762	29	29	5,944	30
C	2,363	12	15	2,524	13
D	2,850	14	14	2,988	15
E	2,850	14	14	2,988	15
F-G	residential	223	243	UNDER CONSTRUCTION	243
H	2,850	14	14	2,988	15
I	2,850	14	14	2,988	15
J	2,845	14	14	3,025	15
K	4,810	24	24	5,016	25
L	4,810	24	24	5,247	26
M	5,790	29	29	5,968	30
N	4,810	24	24	5,016	25
O	4,810	24	24	vacant (5,000 proposed)	25
P	2,845	14	24		15
Total:	50,245	474	496	52,717	507



CITY OF CLERMONT
VARIANCE
Application

DATE: November 1, 2018

FEE: \$600

PROJECT NAME (if applicable): South Lake Medical Arts

APPLICANT: Jimmy D. Crawford, Esq.

CONTACT PERSON: Jimmy Crawford or Jennifer Cotch

Address: 702 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-432-8644 Fax: 352-432-8699

E-Mail: jcrawford@cmhlawyers.com / jcotch@cmhlawyers.com

OWNER: Belgian Capital Fund, LLC

Address: 1135 Kane Concourse, 3rd Floor

City: Bay Harbor Islands State: Florida Zip: 33154

Phone: _____ Fax: _____

Address of Subject Property: Southwest corner of Oakley Seaver Drive and Citrus Tower Blvd

General Location: _____

Southwest corner of Oakley Seaver Drive and Citrus Tower Blvd

Legal Description (include copy of survey): See attached

Land Use (City verification required): Residential/Office



Zoning (City verification required): R-3 Residential Profession with a CUP

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Sec. 98-14- Table of minimum parking space requirements

What are you proposing to do that would require a variance and why? The Owner would like to finish development of the center. The contract purchaser for Pad "O" would like to construct a 5,000 square foot building, consistent with the surrounding offices. A CUP has been submitted to accommodate the request, however a parking variance will also be required due to the increase in office square footage at the center.

How does the Code create a hardship? The South Lake Medical Arts Center is an existing medical center. Pad "O" was originally planned to accommodate a 5,000 sq. ft. building and the parking was calculated for up to 5,000 sq. ft., however, other buildings in the Center have constructed more than the amount originally allocated and therefore Pad "O" is short of parking spaces since it is one of the last buildings to be constructed.

*** * * * The following justifications must be completed * * * * ***

for any variance requested:

Variance requested – subject and code section: Sec. 98-14: Table of minimum parking space requirements.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

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

The South Lake Medical Arts Center includes multiple office buildings with shared parking. Several of the offices are not open every day of the week and therefore their allotted parking spaces are not used. The shared parking in the Center allows for flexibility and does not require the strict adherence of the Code's requirement of parking space per 200 sq. ft. of floor space. There is no evidence that granting the variance will negatively impact nearby property owners.



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

The variance will enable the Property Owner to develop as the other medical offices located within the South Lake Medical Arts Center have. The shared parking plan already established aids during busier times at the Center.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

There is no evidence that granting the variance would impede the City's objective.

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

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

It is the Applicant's belief that the requested variance is the minimum variance needed to improve the property and provide fairness the Owner of Pad "O".



CITY OF CLERMONT
VARIANCE
Application
Page 4

Jimmy Crawford
Applicant Name (print)

JAH HENDRICKS
Owner Name (print)

X [Signature]
Applicant Name (signature)

X [Signature]
Owner Name (signature)

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

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

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10085212
Phone: (352) 241-7331
Date: 02/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the Clermont City Council will con	02/19/2019	02/19/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the Clermont City Council will consider a request for the following variance: (1) To allow for a reduction of the minimum number of parking spaces as required by the Land Development Code, Section 98-14, at the following location:

LOCATION:

South Lake Medical Arts Center
Southwest Corner of Oakley Seaver
Drive and Citrus Tower Blvd
(Alternate Key: 3877287)

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, February 26, 2019 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10085212
February 19, 2019

Payment Info	
Ad Price	\$101.63
Tax	\$0.00
Sub Total	\$101.63
Prepaid Amount	\$0.00
Balance Due	\$101.63



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, February 26, 2019

Agenda Item Name

Variance Request
Clermont Ridge Senior Villas

Requested Action

Recommend approval of variance request.

Staff Report

The applicant, Jim Arrington, is requesting three variances: (1) to reduce the required tree replacement fee for tree removal, Section 118-113, (2) to allow for 3-inch caliper replacement trees instead of the required 6-inch caliper trees, Section 118-113 and (3) to allow for a reduction in the number of parking spaces instead of parking spaces required, Section 98-14. The applicant is in the process of developing the 70 unit, one bedroom senior villa housing project known as Clermont Ridge Senior Villas. The property is north of Hunt Trace Blvd, west of the intersection of Hunt Trace Blvd. and Oakley Seaver Drive.



The applicant submitted a tree inventory report that indicated the total required tree replacement is 1,050 inches. The applicant is able to provide a total of 441 inches of replacement trees on the site, or 147 trees. When calculating the replacement trees that cannot be replanted on site, the total is 609 inches, or 203 3-inch caliper trees. The applicant is requesting the ability to replant with 3-inch caliper trees only. The total replacement mitigation cost of the trees is \$62,300, which includes costs of the trees, transport and installation, and warranty for one year. The applicant is seeking relief from this requirement, and is requesting a variance to allow a 50% fee reduction of the estimated total, or \$31,150 tree replacement fee. This will be paid prior to the first certificate of occupancy.

For the third variance, the applicant has indicated that since the project is a senior housing development with one-bedroom units, he is requesting a reduction in parking spaces. The current code requires 1.5 parking spaces per unit. The applicant has requested a parking ratio of 1.3 spaces per unit. The applicant has indicated 100 spaces will be provided, including several for the clubhouse and visitors. The justification is senior adults usually have one vehicle or they rely on family members or other forms of transportation. Based upon the current parking code, they will be ten spaces short.

Section 86-174 of the LDC requires a positive finding on the five review criteria in order to grant a variance, and staff believes that all the review criteria meet these findings. Therefore, staff recommends **approval** of the variances.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | New 86-174 Variance Review Criteria-2019 | New 86-174 Variance Review Criteria-2019.pdf |
| 2. | Development Site Plan | Development Site Plan.pdf |
| 3. | Tree Removal-Mitigation Report | Tree Removal-Mitigation.pdf |
| 4. | Clermont Ridge Senior Villas Maps | Clermont Ridge Senior Villas Maps.pdf |
| 5. | Variance Application | Variance Application.pdf |
| 6. | Legal AD | Revised City of Celrmont Ad Copy.pdf |

Clermont Ridge Seniors Villas Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners of negatively impact the standard of living of the citizens of the city;
Applicant response: *The variance will not interfere with the reasonable enjoyment of adjacent or nearby property owners.*

Staff comments: *Granting the variance will not interfere with reasonable use of adjacent property owners and citizens of the City of Clermont. The Land Development Code, Section 98-14 requires 1.5 parking spaces per one-bedroom apartment and adequate parking for the clubhouse and guest, therefore requiring a minimum of 110 spaces, the applicant is proposing 92 resident parking spaces and 8 spaces for the clubhouse and guest, for a total of 100 parking spaces for the overall development. The current site conditions have an excessive amount of trees and over grown brush, the applicant has attempted to save as many healthy trees as possible to allow site development. The development will provide canopy trees that meet code around the entire site perimeter and adjacent to any rights of way.*

Positive finding

- (2) The variance will allow reasonable use of the property; which use is not out of character with other properties in the same zoning category;
Applicant response: *The property will allow a reasonable use of the property and will benefit the growing number of elderly citizens in Clermont.*

Staff comments: *The requested variances will allow reasonable use of the property with the existing conditions of the property and is not out of character with other properties in this zoning category. The proposed use will provide affordable and safe housing to seniors, there is currently a high demand for affordable housing in the City. The housing development will still provide 100 parking spaces for the 70-unit housing community. The City of Clermont currently have insufficient and a shortage of affordable housing to meet the needs of the growing Clermont population. The proposed development will meet the goals of the City to provide safe and adequate housing for the community. The development is not out of character with other properties in the surrounding areas. The proposed development will be required to comply with the Clermont Land Development Code, Section 118 Vegetation/Landscape Code.*

Positive finding

- (3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance was denied;
Applicant response: *The variance will have no effect on any City objective.*

Staff comments: *With the existing conditions in place that are presenting challenges in developing the site, the housing development as presented, will not further any city objective. The proposed housing development will provide safe and affordable housing to seniors and comply with the intent of the Clermont Comprehensive Plan goals, objectives and policies. The removal of existing trees will not further any city objective. The applicant will be providing additional funding for Tree Mitigation and Replacement of trees in the City.*

Positive finding

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

Applicant response: *The granting of this variance will not affect the city's comprehensive plan.*

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

Positive finding

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

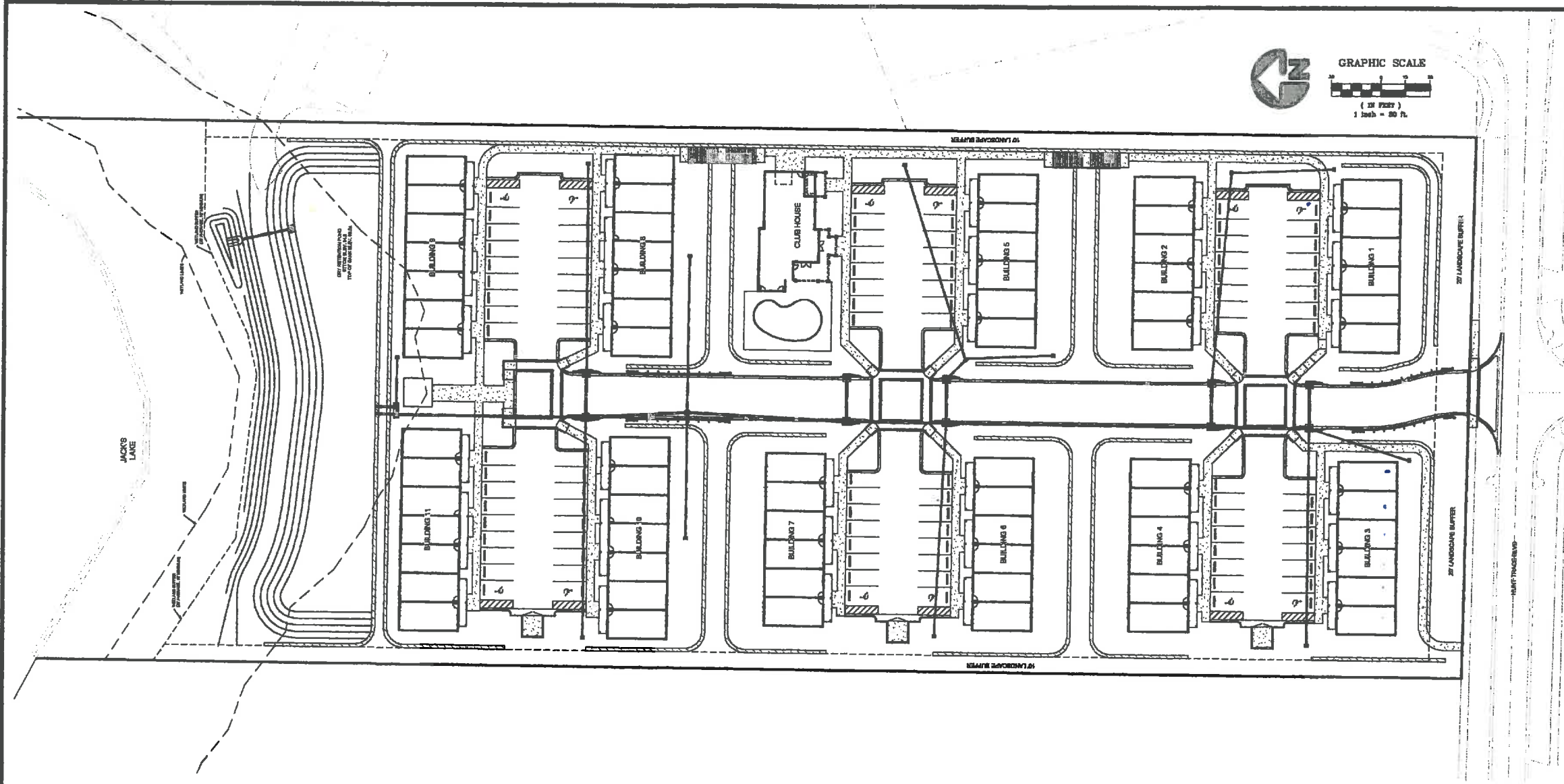
Applicant response: *The granting of this variance will assist in the reasonable use of this land for the benefit of the growing elderly population in the City of Clermont.*

Staff comments: *The variance requested is the minimum necessary to allow reasonable use of the land and the intent of the Code. The granting of the requested variances outweighs the benefits under this criterion if the variances was denied. There is currently a demand in the City for safe and affordable housing for seniors and residents with disabilities. The site will be required to comply with the Code and provide sufficient landscape materials and trees that meet the code before issuance of any building permits for development.*

Positive finding

STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on Review Criteria and Findings in order to grant a variance, staff has reviewed the application as submitted and finds the review criteria does meet a positive finding. Therefore, staff recommends **approval** of variance request to the Land Development Code.

CLERMONT RIDGE
SENIOR VILLAS
CLERMONT, FLORIDA



SITE DATA

PARCEL NO: 09-22-26-090091900000
ALTERNATE KEY: 1647801
PROPOSED USE: PUD-RESIDENTIAL/MULTIFAMILY
AGE RESTRICTED 62+
TOTAL UNITS: 70 UNITS (11.02 UNITS PER ACRE)
UNIT SIZE: 392 SQ. FT. (MIN.)
TOTAL AREA: 6.35 ACRES
SETBACKS:
FRONT(HUNT TRACE BLVD): 25'
SIDE: 10'
REAR(JACK'S LAKE NHTWL): 25'
LANDSCAPE BUFFERS:
FRONT(HUNT TRACE BLVD): 20'
SIDE: 10'
WATER: CITY OF CLERMONT
SEWER: CITY OF CLERMONT
BUILDING HEIGHT: 35' MAXIMUM

PARKING REQUIRED: 110 PARKING SPACES PER SECTION 92-14 OF THE CITY OF CLERMONT CODE OF ORDINANCES
1.3 PARKING SPACES PER ONE BEDROOM UNIT
70 UNITS X 1.5 SPACES/UNIT = 105 SPACES
PLUS 5 SPACES FOR THE CLUB HOUSE
PARKING PROVIDED: 8 PARKING SPACES FOR THE CLUB HOUSE
92 PARKING SPACES FOR THE UNITS, 1.31 SPACES/UNIT*
100 TOTAL PARKING SPACES PROVIDED
* PARKING VARIANCE REQUESTED TO REDUCE THE NUMBER OF PARKING SPACES FOR THE SITE FROM 110 SPACES TO 100 SPACES. A REDUCTION OF ONLY 10 SPACES. SEE JUSTIFICATION STATEMENT PROVIDED BY THE DEVELOPER/OWNER.

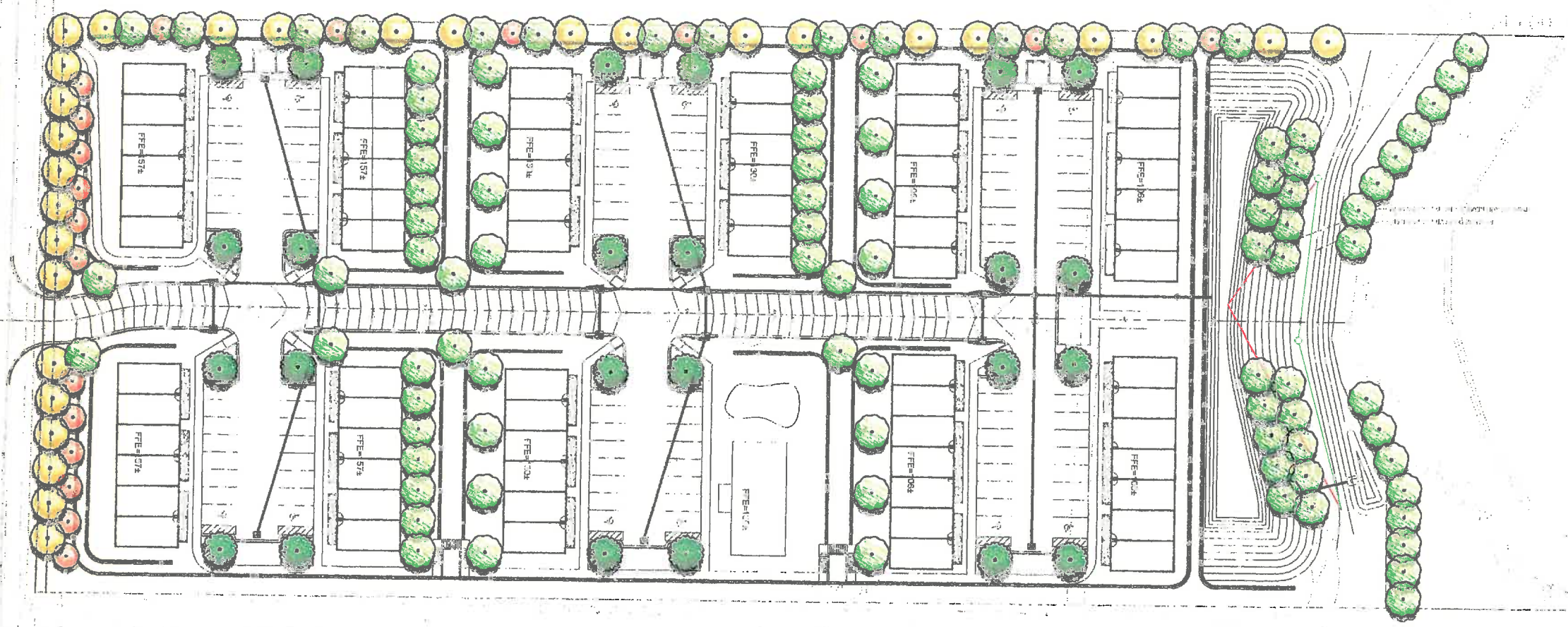
CLERMONT RIDGE SENIOR VILLAS		SITE PLAN	
HIGHLAND ENGINEERING, INC.		1 OF 1	
70 West Main Street Clermont, Florida 33509 Office 407-475-7077 Fax 407-475-7081 CA No. 27812		JOB No.: HSL-001 DESIGNED BY: J.B. DRAWN BY: J.B. & J.K. APPROVED BY: J.B. DATE: 01-23-2010 SHEET: 1 OF 1	

CLERMONT RIDGE APARTMENTS
Hunt Trace Boulevard, Clermont, Florida

1/29/2019

Calculation of # of Trees to be replaced	<18"	>=18"	Total
Existing Preferred Trees	79 trees	31 trees	
Existing Preferred Tree Inches	754 inches	646 inches	
25% Thinning credit	(189) inches	(162) inches	
Effective Existing Preferred Tree Inches	566 inches	485 inches	
LESS Preserved onsite	- inches	- inches	1,050 inches
EQUALS To be Removed	566 inches	485 inches	
Replacement Trees Required (all 3")			350 trees

Replacement Detail			
Canopy Trees To be planted Onsite			147
To be mitigated Offsite			203
34% Live Oak	70		
Price \$472 ea.		\$	33,040
66% Bald Cypress	133		
Price \$220 ea.		\$	29,260
Total Offsite Cost		\$	62,300



CONCEPT PLANT SCHEDULE

	VIA CANOPY TREE 3" Cal., 65-gal, 12' h Trees	24
	BUFFER CANOPY TREE 3" Cal., 65-gal, 12' h Trees	20
	BUFFER UNDERSTORY TREE 8" High, 4' spread	19
	ADDITIONAL REPLACEMENT TREE 3" Cal., 65-gal, 12' h Trees	94

CLERMONT RIDGE APARTMENTS
Hunt Trace Boulevard, Clermont, Florida

1/29/2019

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Price \$472 ea.		\$ 33,040
66% Bald Cypress	133	
Price \$220 ea.		\$ 29,260
Total Offsite Cost		\$ 62,300

Clermont Ridge Senior Villas
Aerial



Exhibit - Location Map – Clermont Ridge Senior Villas

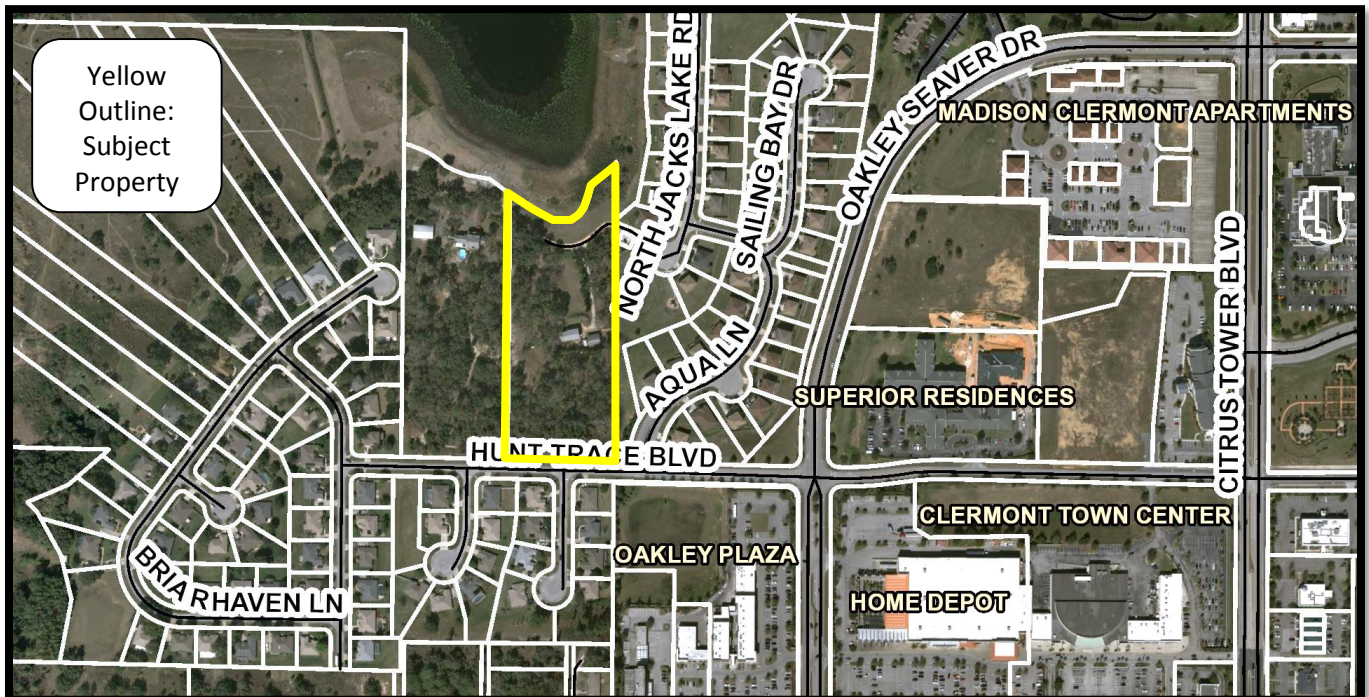
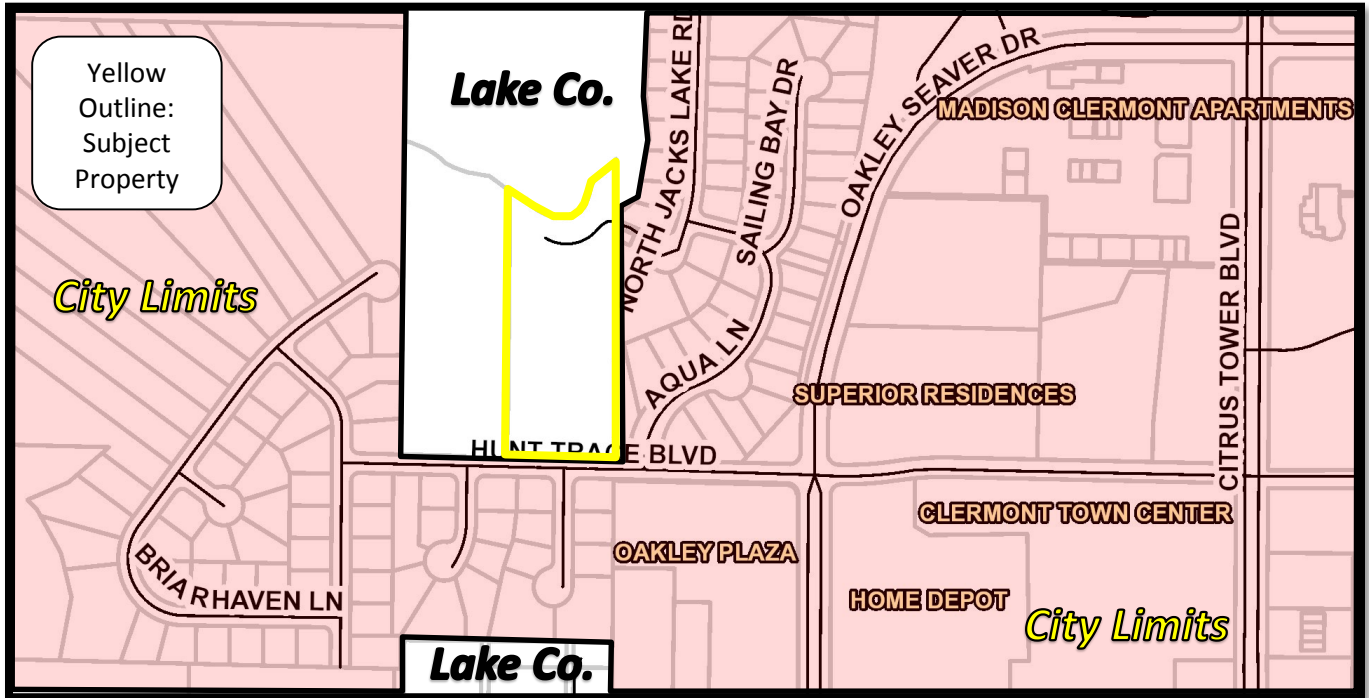


Exhibit – Future Land Use Map - Clermont Ridge Senior Villas

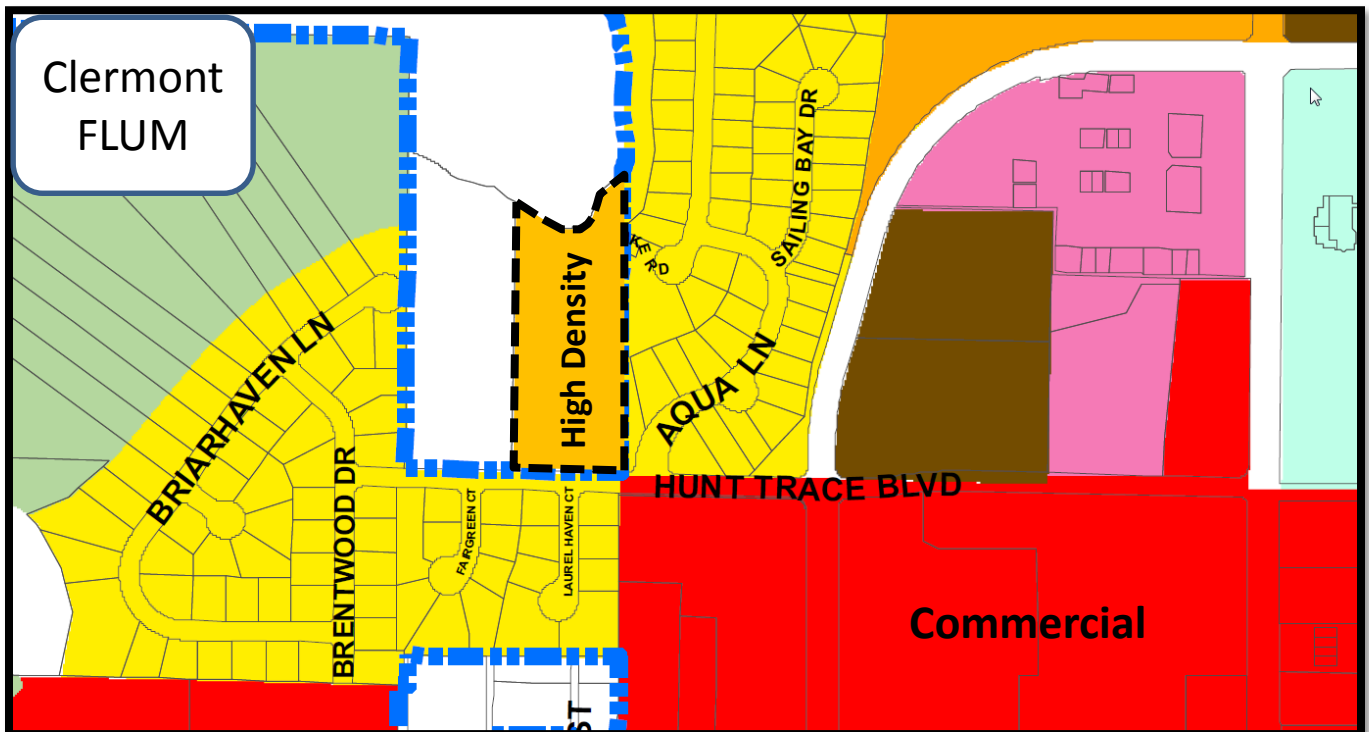
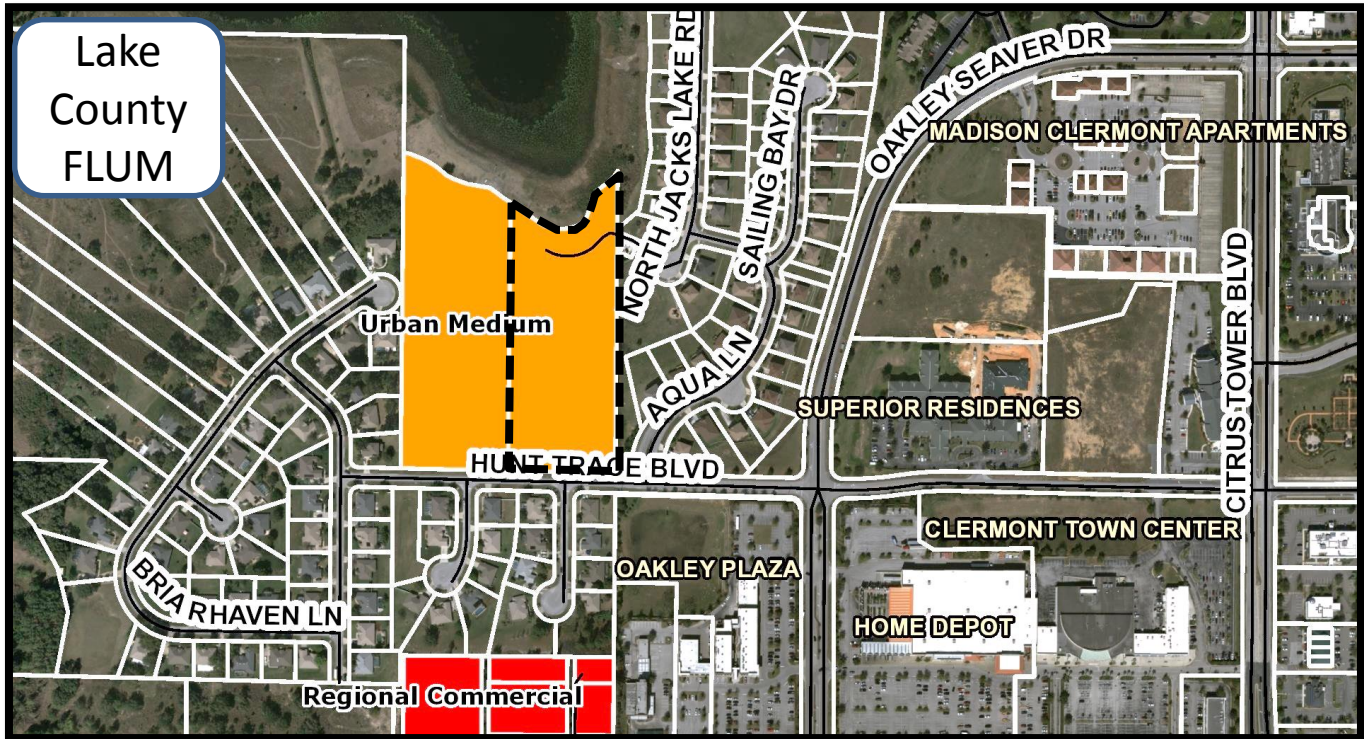
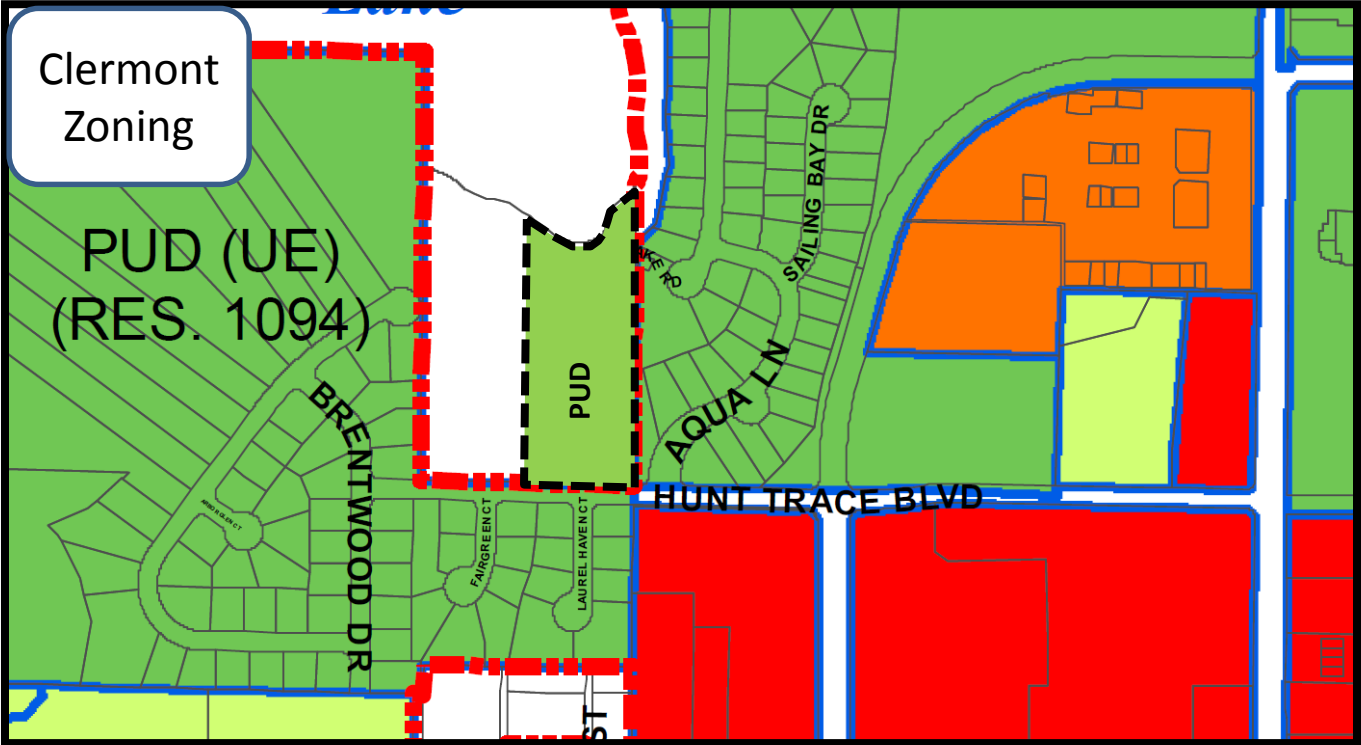
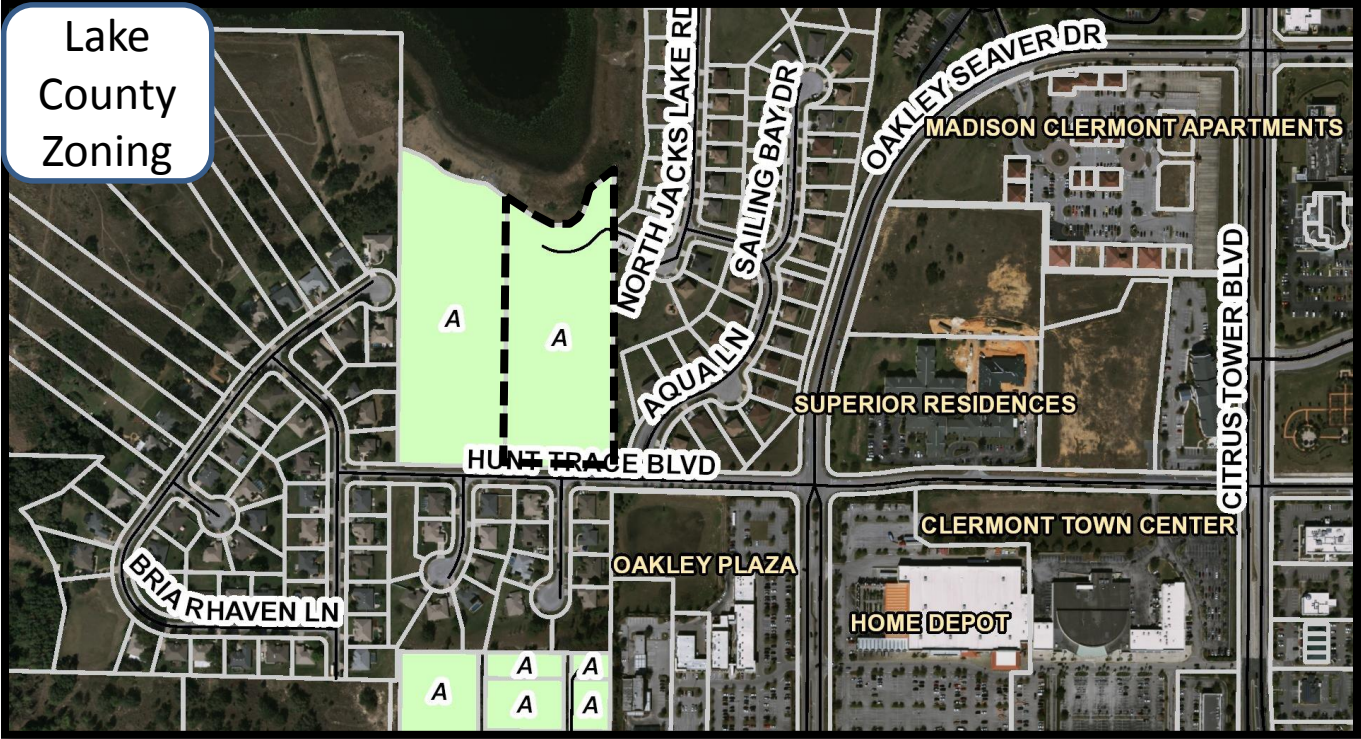


Exhibit – Zoning Map - Clermont Ridge Senior Villas





CITY OF CLERMONT
VARIANCE
Application

DATE: 1/31/19

FEE: \$600

PROJECT NAME (if applicable): Clermont Ridge Senior Villas

APPLICANT: Jim Arrington

CONTACT PERSON: Jim Arrington

Address: 665 Mt. Stirling Avenue

City: Apopka State: FL Zip: 32712

Phone: 407-353-2052 Fax: _____

E-Mail: jim.arrington@providenths.org

OWNER: Provident Housing Solutions, Inc

Address: 665 Mt. Stirling Avenue

City: Apopka State: FL Zip: 32712

Phone: 407-353-2052 Fax: _____

Address of Subject Property: 13605 N. Jacks Lake R., Clermont, FL 34711

General Location: CLERMONT, LAKE HIGHLANDS 20-22-26 TRACT 61B, THAT PART OF
VACATED PLATTED RD BOUNDED ON S BY N LINE OF TRACT 61B

Legal Description (include copy of survey): See attached

Land Use (City verification required): LAKEFRONT SFR



Zoning (City verification required): PUD Planned Unit Development

CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Section 98-14 of the City of Clermont requires 1.5 parking spaces per one bedroom.

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

We are requesting a reduction of parking to 1.2 parking spaces per one bedroom.

How does the Code create a hardship? _____

There is a total of 70 one bedroom room units for seniors. The need to have an additional 35 parking spaces will create a hardship in facilitating the best use of the land. The 1.2 parking spaces will provide 14 additional parking spaces. We are actually intending to a total of 100 spaces which include 8 for the club house.

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

Variance requested – subject and code section: _____

Section 98-14 the reduction from 1.5 parking spaces to 1.2 parking spaces.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the City Council shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

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

The variance will have no impact or interfere with the reasonable enjoyment of adjacent or near by property.



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

The property will allow a reasonable use of the property and will benefit the growing number of elderly citizens in Clermont.

CITY OF CLERMONT

VARIANCE

Application

Page 3

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

This variances will have no affect on city objectives.

(4) The granting of the variance is consistent with the city's comprehensive plan; and
The granting of this variance will not affect the city's comprehensive plan.

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

The grating of this variance will assist in the reasonable use of this land for the benefit of the growing elderly population in the city of Clermont.



CITY OF CLERMONT
VARIANCE
Application
Page 4

Jim Arrington

Applicant Name (print)

X

Applicant Name (*signature*)

Jim Arrington

Owner Name (print)

X

Owner Name (*signature*)

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

IF THIS APPLICATION IS SUBMITTED INCOMPLETE OR INACCURATE, IT WILL BE SUBJECT TO A DELAY IN PROCESSING AND WILL NOT BE SCHEDULED UNTIL SUCH CORRECTIONS ARE MADE. APPLICATION FOR VARIANCE DOES NOT GUARANTEE APPROVAL. THE APPLICANT MUST BE PRESENT AT ANY MEETINGS TO JUSTIFY AND SUPPORT THE REQUEST.

City of Clermont

Development Services Department.

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-0219

(352) 394-4083 Fax: (352) 394-3542



ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

(a) *Hardship relief.* A hardship may exist in which the strict application of one or several requirements of this land development code would render a parcel incapable of reasonable use. Specified provisions set forth in this land development code or in the development standards may be waived when, because of the particular physical shape, surroundings or topographical condition of the property, compliance would result in a particular hardship upon the owner. A hardship is distinguished from a mere inconvenience or a desire to increase monetary gain.

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

(1) Requests for variances to the adopted comprehensive plan.

(2) Requests for variances to permit a use which is not allowed as a permitted use or as a conditional use within the specific zoning district.

(3) Requests for variances to permit the expansion of a nonconforming use of any land or structure, or the continuance of any nonconforming use which has ceased by discontinuance or abandonment for a period of one year, or the reestablishment of a nonconforming building or structure which has been destroyed or damaged by fire, explosion or act of God or in another manner to the extent of 50 percent or more of its assessed valuation.

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

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

Sec. 86-172. Application.

Sec. 86-173. Notice of public hearing.

Sec. 86-174. Review criteria and findings.

When reviewing an application for a variance, the board of zoning adjustment shall not vary the requirements of any provision of this land development code unless it makes a positive finding, based on substantial competent evidence, on each of the following:

AND THE SAID GRANTOR does hereby covenant with and warrant to the Grantee that, the Grantor is lawfully seized of the Subject Property in fee simple, that the Grantor has good right and lawful authority to sell and convey the Subject Property, and that the Grantor fully warrants the title to the Subject Property, and except as above noted, at the time of delivery of this Deed, the Subject Property was free from all encumbrances made by Grantor. Grantor has caused this deed to be signed in its name its undersigned duly authorized agent the date first above set forth.

[End of document intentionally left blank]

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above stated.

Signed, sealed and delivered in
the presence of:

Witness Signature

Leonard H. Baird, Jr.
Printed Witness Name

Rachel P. Ellen
Witness Signature

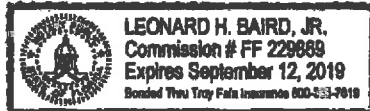
Rachel P. Ellen
Printed Witness Name

By: William H. Carrier

William H. Carrier

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, the undersigned notary, on this 22nd day of February, 2018, by William H. Carrier, who provided FL DL as identification.



Notary Public

Witness Signature

Leonard H. Baird, Jr.
Printed Witness Name

Rachel P. Ellen
Witness Signature

Rachel P. Ellen
Printed Witness Name

By: Nancy L. Carrier

Nancy L. Carrier

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, the undersigned notary, on this 22nd day of February, 2018, by Nancy L. Carrier, who provided FL DL as identification.



Notary Public

EXHIBIT "A"**(Legal Description)**

The land referred to herein below is situated in the County of Lake, State of Florida, and is described as follows:

Tract 61-B in Section 20, Township 22 South, Range 26 East, according to the Plat of Lake Highlands Company, recorded in Plat Book 3, Page 30, Public Records of Lake County, Florida.

Together with that portion of the now vacated road lying South of and contiguous too said Tract of 61-B.

Together with that portion of the now vacated lands lying between the North line of said Tract 61-B and the waters of Jacks Lake, bounded on the East by an extension of the East line of said Tract 61-B and the Easterly extension of the waters of Jacks Lake.



CITY OF CLERMONT

VARIANCE

Filing Instructions

Page 2

Check List

The following information shall be provided:

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

City of Clermont

Development Services Department

685 W. Montrose St.

P.O. Box 120219

Clermont, FL. 34712-021 9

(352) 394-4083 Fax: (352) 394-3542



CITY OF CLERMONT VARIANCE

Filing Instructions

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

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

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

Notification of Public Hearing

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

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

Conditions of Approval and Denial

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



100

FOR THE PURPOSES OF THE ZONING ORDINANCE, THE REQUESTED VARIANCE TO REDUCE THE NUMBER OF PARKING SPACES FOR THE SITE FROM 110 SPACES TO 100 SPACES, A REDUCTION OF ONLY 10 SPACES, SEE JUSTIFICATION STATEMENT PROVIDED BY THE DEVELOPER/OWNER.

**CLERMONT RIDGE
SENIOR VILLAS
CLERMONT, FLORIDA**

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10085154
Phone: (352) 241-7331
Date: 02/15/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cle	02/19/2019	02/19/2019	\$116.59

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider the request for the following variances: (1) to allow for a reduced fee in lieu of replacement for tree removal, and to allow for 3" caliper replacement trees instead of requirements by the Land Development Code, Section 118-113. (2) to allow for a reduction of required parking spaces instead of the parking space requirements by the Land Development Code, Section 98-14. For property located at:

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10085154
February 19, 2019

LOCATION:

Clermont Ridge Senior Villas
13605 Jacks Lake Road
Vacant property on north side of Hunt
Trace Blvd and
west of Oakley Seaver Drive
Alt. Key 1647801

A complete legal description may be obtained in the Development Services Department located at 685 West Montrose Street, Clermont, FL 34711.

This request will be heard by the City Council at a public hearing to be held on Tuesday, February 26, 2019 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

All interested parties will be given an opportunity to express their views on this matter.

Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you will need a record of the proceedings, and may need to ensure that a verbatim record is made. Persons with disabilities who need assistance should contact the City Clerk's office, (352) 241-7331, at least 48 hours prior to the public hearings.

Payment Info	
Ad Price	\$116.59
Tax	\$0.00
Sub Total	\$116.59
Prepaid Amount	\$0.00
Balance Due	\$116.59