



**CITY OF CLERMONT
COUNCIL MEETING AGENDA
6:30 PM, Tuesday, July 23, 2019**

Welcome to our Council meeting. In the interest of time efficiency and ensuring that everyone who wishes to address the Council is given the opportunity to do so, the following will apply to all comments made by the public. Each speaker will be permitted 3 minutes to address the Council. These time limits may be changed by the Mayor. Thank you for participating in your City Government.

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

REPORTS

CONSENT AGENDA

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

Item No. 1 - Meeting Minutes	Consider approval of July 9, 2019 Council Meeting minutes.
Item No. 2 - Bid Award	Consider award to Leisure Craft, Inc. to purchase park benches, bike racks, and trash cans in the estimated budgeted annual amount of \$65,407.50.
Item No. 3 - Plat Approval	Consider plat approval for Waterbrooke Phase 2 for 145 residential lots.
Item No. 4 - Plat Approval	Consider plat approval for Waterbrooke Amenities Center.
Item No. 5 - Plat Approval	Consider plat approval for Crestview Subdivision for 119 single family lots.
Item No. 6 - Interlocal Agreement	Consider transfer of jurisdiction from Lake County to the City for a portion of Hunt Street right-of-way located south of SR 50 and west of Citrus Tower Boulevard.
Item No. 7 - School Resource Officer Agreements	Consider agreements with the School Board of Lake County and the Education Charter Foundation of Florida to provide one Police Officer per school at Lost Lake Elementary School, Cypress Ridge Elementary School, Clermont Elementary School and South Lake Imagine Charter School.

**CITY OF CLERMONT
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UNFINISHED BUSINESS

Item No. 8 - Variance Request
Clermont Brewing Co.

Consider request to allow for a wall to exceed six (6) feet in height for property located at 750 West Desoto Street.

Item No. 9 - Ordinance No. 2019-34 *Final*
Clermont Brewing Co.

Consider vacating and abandoning a portion of Desoto Street due to a building step that encroaches into the right-of-way.

Item No. 10 - Resolution No. 2019-17R
Blessed Sacrament Catholic Church

Consider a request for a Conditional Use Permit to allow an overflow parking lot for property located at 901 12th Street.

NEW BUSINESS

Item No. 11 - Board Appointment

Consider appointing a citizen to serve on the Planning & Zoning Commission.

Item No. 12 - Clermont Historical Society Agreement

Discussion of the Clermont Historical Society Agreement.

Item No. 13 - Resolution No. 2019-16R
Walmart/Avis Rental

Consider request for a Conditional Use Permit to allow a vehicle/truck rental business at the existing Walmart Store located at 1450 Johns Lake Road.

Item No. 14 - Resolution No. 2019-18R
Art District LLC

Consider a Conditional Use Permit to allow a building to occupy more than 3,000 square feet of total floor area in the Central Business District (CBD).

Item No. 15 - Variance Request
1230 Ryan Street

Consider request to allow a detached accessory structure be located in the front yard setback.

Item No. 16 - Variance Request
Goodman Commerce Center

Consider request to allow for 3 inch caliper replacement trees instead of 6 inch caliper trees and a reduced fee in lieu of replacement trees for property located at the corner of Hancock Road and Trade Avenue.

Item No. 17 - Fiscal Year 2020 Proposed Ad Valorem Millage Rate

Consider Fiscal Year 2020 Proposed Ad Valorem Millage Rate of 4.2061

Item No. 18 - Ordinance No. 2019-28 *Final*

Request to table to September 10, 2019.

ADJOURN

CITY OF CLERMONT
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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
July 9, 2019

The City Council met in a regular meeting on Tuesday, July 9, 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, Bates, Goodgame and Travis. Other City officials present were City Manager Gray, City Attorney Mantzaris, and Deputy City Clerk Zinker.

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend Doctor Helmut Michelson gave the invocation followed by the Pledge of Allegiance.

PROCLAMATIONS

Deputy City Clerk Zinker read the Parks and Recreation Month proclamation aloud. Mayor Ash presented the proclamation to Parks and Recreation Director Davidoff.

PRESENTATIONS

Youth Council Recognition

City Manager Gray introduced Communications Director Deen.

Communications Director Deen introduced Youth Council Members Emma Gaskins and Bailey Bates. They have graduated from high school and are moving on to college. Communications Director Deen reviewed the accomplishments of Youth Council Members Bailey Bates and Emma Gaskins.

2019 FSA Excellence Award

Communications Director Deen reviewed Victory Pointe. Assistant Environmental Services Director Maiworm presented the 2019 FSA Excellence Award to the Mayor and Communications Director Deen.

'A Walking Miracle:' First responders save man after 45 minutes of CPR

Fire Chief Bishop reviewed statistics for 2016, 2017, and 2018 Cardiac Arrest incidents. The City of Clermont has an estimated 67 percent survival rate of cardiac arrests in 2019. Fire Chief Bishop introduced Lieutenant Jason Ness, Shabiah Gordon, Engineer Blake McCorkle, Firefighter/Paramedic Bruce Mace, and Firefighter/EMT Jordan Bennett. The morning of February 24, 2019, Mr. Gordon was not breathing and entered into cardiac arrest. He was in cardiac arrest for 45 minutes while the EMS provided CPR before his heartbeat came back. Fire Chief Bishop showed a video from Channel 35 which covered the story.

PUBLIC COMMENTS

There were no comments.

REPORTS

City Manager Gray reported the budget workshops are next week on July 16, 2019 and July 17, 2019 at 6:30pm in the Council Chambers of City Hall. The first night will cover all of the City Departments except for public safety. The second meeting will cover the Police and Fire Departments along with other outstanding items.

City Manager Gray requested item 6, 7, and 8 be tabled to August 13, 2019.

City of Clermont
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July 9, 2019

Item No. 6 – Ordinance No. 2019-14, *Final*, Wise

Deputy City Clerk Zinker read Ordinance No. 2019-14 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 table Ordinance No. 2019-14 to August 13, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 7 – Ordinance No. 2019-15, *Final*, Wise Large-Scale Comprehensive Plan Amendment

Deputy City Clerk Zinker read Ordinance No. 2019-15 aloud by title only.

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

Council Member Bates moved to table Ordinance No. 2019-15 to August 13, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 8 – Ordinance No. 2019-16, *Final*, Wise PUD Rezoning

Deputy City Clerk Zinker read Ordinance No. 2019-16 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, recording, and publication.

Council Member Bates moved to table Ordinance No. 2019-16 to August 13, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

City Manager Gray requested item 9 be tabled to August 13, 2019 by Council.

Item No. 9 – Resolution No. 2019-14R, *Take 5 Quick Lube*

Deputy City Clerk Zinker read Resolution No. 2019-14R 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 for an automotive and oil change service center with three service bays in the C-2 General Commercial zoning district.

Council Member Bates moved to table Resolution No. 2019-14R to August 13, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

City of Clermont
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City Manager Gray requested item 11 be tabled to July 23, 2019 by Council.

Item No. 11 – Resolution No. 2019-17R, *Blessed Sacrament Catholic Church*

Deputy City Clerk Zinker read Resolution No. 2019-17R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, granting an amendment to a Conditional Use Permit (Resolution 1603) to allow an overflow vehicle parking lot in the M-1 Industrial Zoning district.

Council Member Bates moved to table Resolution No. 2019-17R to July 23, 2019; seconded by Council Member Brishke. The motion passed with all members present voting aye.

City Manager Gray reported the City's 4th of July event had an estimated 25,000 attendees.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Goodgame reported he was glad to be back.

Council Member Brishke – No report.

Council Member Travis reported on June 26, 2019, she attended the Metropolitan Planning Organization meeting in Lady Lake where County Road 455 moved up to number 13 and is in the design phase. On July 8, she attended the Tourism Development Council meeting where a 5-year history of local tourism was provided. Council Member Travis expressed disappointment to learn the City Council was not aware the County had approved a Carmax, an apartment complex, and a Kia dealership along the City's border.

Mayor Ash reported on June 27, she attended the semi-annual staff breakfast where City employees were recognized. Two nights later she returned to the Arts and Recreation Center for the Fire Department's ceremony. Firefighter John Fagan was promoted to Lieutenant and Mike Brock was promoted to Engineer. On July 4, she attended a ceremony celebrating Independence Day at the Kings Ridge Community. Later that same day, she was at the Waterfront Pavilion for the City's fifth annual Red, White and Boom event.

CONSENT AGENDA

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

Item No. 1 – Meeting Minutes	Consider approval of June 25, 2019 Council Meeting minutes.
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Item No. 2 – Surplus Request	Consider declaring end of life inventory as surplus from the departments of: Police, Environmental Services, Public Works, Fire and Parks & Recreation and dispose of in accordance with the Purchasing Policy.
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Item No. 3 – Event Open Container Allowance	Consider allowing Lake County Rowing to have an open container allowance for their "Clermont Cardboard Classic" event on August 3, 2019 at Victory Pointe.
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City of Clermont
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Item No. 4 – Utility Agreement
Fuccillo Kia of Clermont

Consider Utility Services Agreement for Water and Sewer Services to construct a new automotive dealership on SR 50.

Item No. 5 – Resolution No. 2019-20R

Consider support of the State Road 50 Realignment Project in Downtown Groveland.

Council Member Bates requested for Consent Agenda Item 4 be pulled.

Council Member Bates moved to approve Consent Agenda Items 1, 2, 3 & 5; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Council Member Bates inquired about possible denial of Consent Agenda Item 4. City Attorney Mantzaris replied the City has a Water and Sewer Service Area adopted by City Ordinance. This property is located within that service area and the law is unsettled as to if a city can deny a service request when the request is within the city's service area. It is vitally important to generate new customers and protect the service area from other utility companies. The best way to protect a city's service area is for the city to provide services when the city is able to. There is some ability within the agreements to have reasonable and related conditions placed on the requestors, such as to modify the density of residential units. To deny a Water and Sewer Agreement when a city is able to provide services is problematic and could open up the city to potential action.

Council Member Travis inquired about the location of the site. City Manager Gray stated the proposed dealership is going between the Honda and Mazda dealerships. According to the submitted plan, the majority of the car storage will be behind the building with a display area up front.

Council Member Bates asked if the matter will come before the Council. City Manager Gray replied the matter will not have to come before the Council as all of the jurisdiction is with the County. However, per the service agreement, if they did not meet city standards then they would have to come before Council to request a variance.

Council Member Bates inquired about annexation of the subject property. City Manager Gray stated they have not yet asked for annexation but the agreement, if approved, would allow for the City to proceed with annexing the property. Then the utilities fees, property taxes, and permit fees would be paid to the City instead of the County.

Council Member Bates moved to approve Consent Agenda Item 4; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

UNFINISHED BUSINESS

Item No. 10 – Minnehaha Traffic Concerns

City Manager Gray introduced Assistant City Manager Kinzler to present the Minnehaha Traffic Concerns.

Assistant City Manager Kinzler reviewed the purpose, location, overview, solutions, police monitoring data, and staff's recommendation for a four-way stop at the intersection of Minnehaha Avenue and Bloxam Avenue.

Mayor Ash opened the Public Hearing.

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Bob Cardinal, 695 East Minnehaha Avenue, expressed opposition to staff's recommendation.

Dave McFarland expressed support for staff's recommendation and applauded City's efforts along Minnehaha.

Jim Purvis, 4206 Hammersmith Drive, expressed opposition to staff's recommendation and suggested making Bloxam Avenue a one-way street.

Cheryl Abbarno, 130 West Minnehaha Avenue, expressed support for staff's recommendation.

Raul Salabarria, 332 West Minnehaha Avenue, thanked Council for improvements on Minnehaha and expressed safety concern for Hooks Street and US 27 as well as requested flashing stop signs on Minnehaha.

Richard Turner, 603 East Minnehaha Avenue, expressed support for staff recommendation.

Ebo Entsuah, 861 Skyridge Road, suggested speed tables and speed bumps in the general area of Minnehaha. City Manager Gray replied the Council has discussed the possibility of installing speed tables and speed bumps at prior meetings however they chose not to go that route due to residential complaints and opposition.

Mayor Ash closed the Public Hearing.

Council Member Brishke inquired about removal of an installed stop sign. City Attorney Mantzaris replied removing a stop sign is possible but a decision to remove a traffic control device creates additional liability risk to the City.

Council Member Brishke expressed support for the mentioned idea of making Bloxam a one-way street but expressed concerns with Hooks Street and US 27 intersection and requested the intersection return for Council consideration. Placement of a stop sign at Bloxam Avenue may ease the traffic problem but it is not a final solution.

Mayor Ash stated the issue is Minnehaha Avenue serves as an alternate route for Highway 50 with few streets within the City which can serve as an alternate. That limitation causes the additional traffic on Minnehaha Avenue. Changing Bloxam Avenue to a one-way street will not stop the traffic issues as it will cause others cars traveling in that direction to continue taking Bloxam Avenue as an alternative route.

Council Member Goodgame moved to approve a 4-way stop and adding lighting to the stop signs at Bloxam Avenue and Minnehaha Avenue; seconded by Council Member Travis. The motion passed with all members present voting aye.

NEW BUSINESS

Mayor Ash clarified the transmittal of Ordinances will be open for public discussion as is City procedure.

Item No. 12 – Parking License and Easement Agreement

City Manager Gray reviewed agreement and introduced Assistant City Manager Kinzler.

Assistant City Manager Kinzler reviewed outline, purpose, background, master plan, short-term and medium-term past recommendations, improvements, shared parking agreements, proposed shared parking agreement and locations, and staff's recommendation for approval of the proposed agreement. Staff previously recommended to partner with the private sector to help fund the future parking structure for the City's Master Plan.

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City Manager Gray clarified the City would not spend \$11,500 on improvements for the First United Methodist Church as the City can do some of the work themselves. The \$11,500 quote is the estimated value of the improvements to be made to the property. City Manager Gray recommended providing the improvements to the property even if the agreement is not approved as the City has used the private parking for their events over the past 20 years.

Mayor Ash opened the Public Hearing.

Libby Hannah, 1250 Fran Mar Court, suggested asking the church to charge for parking and allow parking during City events.

City Manager Gray stated the idea has been discussed but there was an issue of liability as the church would have been liable should citizens get hurt on the property or if private property was damaged on the property.

Stephen Elmore, 232 Boca Ciega Road, First United Methodist Church, stated most of the capital improvements are safety related with the Church agreeing to include a clause within the agreement to pay back the money should the Church decide to leave the parking agreement.

Darren Johnson, 1075 West Lakeshore Drive, owner of Clermont Brewing Company, thanked the Council for their efforts downtown and expressed support for the parking agreement.

Mayor Ash closed the Public Hearing.

City Manager Gray stated the funding for the proposed agreement would come from the Community Redevelopment Agency fund which consists of money from the business owners' property taxes. In the future, the parking structure could become a joint project with the businesses in the downtown area.

Mayor Ash inquired about the use of golf carts to transport citizens downtown when streets are closed for events. City Manager Gray replied the Clermont Downtown Partnership looked into using a trolley but the trolley currently does not work.

Council Member Bates asked if the funding needs to go to the Community Redevelopment Agency for approval. City Manager Gray replied the funding has already been approved in the Community Redevelopment Agency plan which was approved in September of 2018.

Council Member Goodgame expressed support for the proposed agreement.

Council Member Brishke expressed support for waiting one to three years for entering into the agreement and inquired about the current need for the lot. City Manager Gray stated, in order for the City to put the shared parking structure downtown, staff looked at using agreements with existing parking lots to bring in more parking for the downtown without paying immediately for a parking structure.

Council Member Brishke expressed support for providing the improvements to the church's parking lot but expressed support with waiting to enter into the agreement for additional parking.

Council Member Goodgame moved to approve the Parking License and Easement Agreement with First United Methodist Church; seconded by Council Member Bates. The motion passed 4 to 1 with Council Member Brishke voting nay.

City of Clermont
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Item No. 13 – Ordinance No. 2019-02, Introduction, Clonts Grove

Deputy City Clerk Zinker read Ordinance No. 2019-02 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 Goodgame moved to introduce Ordinance No. 2019-02; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 14 – Ordinance No. 2019-03, Transmittal, Clonts Grove

Deputy City Clerk Zinker read Ordinance No. 2019-03 aloud by title only.

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

Planning Manager Kruse presented applicant's request to change the subject property to a future land use category of Master Planned Development. The applicant envisions a project that incorporates multi-family, commercial, retail, and office uses. Upon approval of the transmittal, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity and other State agencies for their review. They would then issue an objection, recommendation, and comments letter to the City where the matter would then be scheduled for a final hearing before the City Council. City staff supports applicant's request for a change to Master Planned Development. The Planning & Zoning Commission voted 6 to 0 for approval.

Ray Hernandez, representative of applicant, 420 South Orange Avenue, expressed support for staff's recommendation.

Mayor Ash opened the Public Hearing.

Jim Purvis, 4206 Hammersmith Drive, expressed support for the request.

Mayor Ash closed the Public Hearing.

Council Member Bates moved to transmit Ordinance No. 2019-03; seconded by Council Member Travis. The motion passed with all members present voting aye.

Item No. 15 – Ordinance No. 2019-04, Introduction, South Lake Crossing

Deputy City Clerk Zinker read Ordinance No. 2019-04 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.

City of Clermont
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Council Member Bates moved to introduce Ordinance No. 2019-04; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

Item No. 16 – Ordinance No. 2019-05, *Transmittal*, South Lake Crossing

Deputy City Clerk Zinker read Ordinance No. 2019-05 aloud by title only.

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

Planning Manager Kruse presented applicant's request to designate the subject property with a future land use category of Master Planned Development. The amendment application is associated with an annexation application and Planned Unit Development rezoning that has been filed with the City. Upon approval of the transmittal, the proposed amendment would be transmitted to the Florida Department of Economic Opportunity and other State agencies for their review. They would then issue an objection, recommendation, and comments letter to the City where the matter would then be scheduled for a final hearing before the City Council. The subject property is located entirely within the City's service area. City staff supports the applicant's request for a change to Master Planned Development. The Planning & Zoning Commission voted 6 to 0 for approval.

Dan O'Keefe, representative of the applicant, 300 South Orange Avenue, Orlando, Florida, stated the proposed project is an important part to the overall road network which will be constructed around the Olympus project.

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

Council Member Bates moved to transmit Ordinance No. 2019-05; seconded by Council Member Brishke. The motion passed with all members present voting aye.

Item No. 17 – Ordinance No. 2019-34, *Introduction*, Vacation Request

Deputy City Clerk Zinker read Ordinance No. 2019-34 aloud by title only.

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, closing and permanently abandoning a portion of Desoto Street as shown in the Official Map of the City of Clermont according to the plat thereof as recorded in Plat Book 8, Page 17, public records of Lake County, Florida and described herein as shown below; providing for severability, publication and for an effective date.

Council Member Bates moved to introduce Ordinance No. 2019-34; seconded by Council Member Goodgame. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 8:39pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



CITY OF CLERMONT

AGENDA ITEM

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Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
Bid Award		
Requested Action		
Recommend to approve contract between the City of Clermont and Leisure Craft, Inc. to purchase park benches, bike racks, and trash cans.		
Staff Report		
The Purchasing Department and the Public Works Department recommend approval of the above action. The Purchasing Department issued a Request for Bid (RFB) number 19-049 to establish a term contract to purchase park benches, bike racks, and trash cans. The RFB was fully competed, advertised, and complies with the City of Clermont Purchasing Policy. There were four (4) responses to the RFB. It is recommended that the Council approve and execute a fixed unit price term contract with Leisure Craft, Inc. to provide the above mentioned services. The initial term contract is for a three (3) year period with up to three (3) additional one (1) year renewal periods, at the option of the City. Award is being recommended to the low responsive and responsible bidder, Leisure Craft, Inc., in the estimated annual amount of \$65,407.50, who complied with all terms, conditions, and specifications stated in the RFB.		
Additional Analysis		
Fiscal Impact Summary		
The amount anticipated to be spent in a fiscal year utilizing this contract is \$65,407.50 subject to available budgeted funds.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFB 19-049 Award Recommendation RFB 19-049 Award Recommendation.pdf		
2. RFB 19-049 Award Recommendation RFB 19-049 Award Recommendation.pdf		



RAMSEY GROSS
Senior Purchasing Agent
Purchasing Department

352-241-7350
rgross@clermontfl.org

AWARD RECOMMENDATION
JULY 1, 2019
RFB 19-049 – BENCHES, BIKE RACKS AND TRASH CANS

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive, responsible bidder Leisure Craft, Inc.



RAMSEY GROSS
Senior Purchasing Agent
Purchasing Department

352-241-7350
rgross@clermontfl.org

AWARD RECOMMENDATION
JULY 1, 2019
RFB 19-049 – BENCHES, BIKE RACKS AND TRASH CANS

Based on the results of the bid submittals, the Purchasing Department is recommending award to the low responsive, responsible bidder Leisure Craft, Inc.

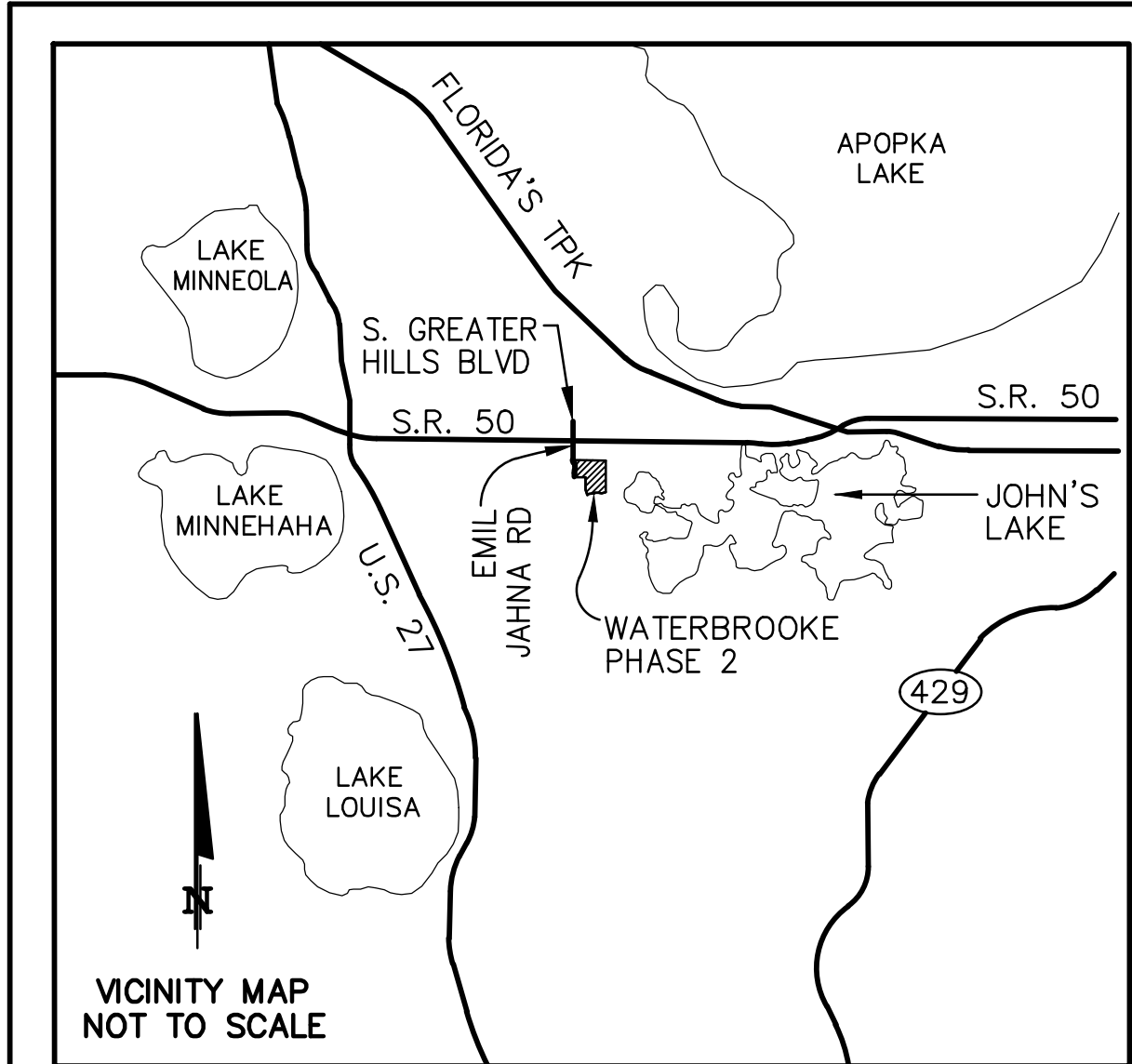


CITY OF CLERMONT

AGENDA ITEM

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Meeting Date			
Tuesday, July 23, 2019			
Agenda Item Name			
Plat Approval			
Requested Action			
Recommend approval for Waterbrooke Phase 2.			
Staff Report			
The submitted plat has been reviewed and approved by the City Engineer and reviewing engineer. Phase 2 consists of 145 residential lots.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Waterbrooke Phase 2 Final Plat	Waterbrooke Phase 2 Final Plat.pdf	



LEGEND (ALL SHEETS)

- C53 = CURVE NUMBER (SEE TABLE)
L14 = LINE NUMBER (SEE TABLE)
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
C = CENTERLINE
R/W = RIGHT-OF-WAY
BLVD. = BOULEVARD
CT. = COURT
NT = NON-TANGENT
(R) = RADIAL
(NR) = NON-RADIAL
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
ORB= OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG = PAGE
PGS = PAGES
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
DUE = DRAINAGE AND UTILITY EASEMENT
IRC = IRON ROD & CAP
ID = IDENTIFICATION
IP = IRON PIPE
FND = FOUND
SEC = SECTION
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
PLS = PROFESSIONAL LAND SURVEYOR
CCR = CERTIFIED CORNER RECORD
ESMT = EASEMENT
NAD83 = NORTH AMERICAN DATUM OF 1983
NAVD 88 = NORTH AMERICAN VERTICAL DATUM OF 1988
NW = NORTHWEST
NE= NORTHEAST
W = WEST
E'LY = EASTERLY
S'LY = SOUTHERLY
SEC 27-22-26 = SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST
- = SHEET MATCH LINE
- = DENOTES PERMANENT REFERENCE MONUMENT
(SET 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.
- = DENOTES PERMANENT REFERENCE MONUMENT
(FOUND 4"x4" CONCRETE MONUMENT STAMPED "PRM LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.
- = DENOTES PERMANENT CONTROL POINT
(SET NAIL AND DISK STAMPED "PCP LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

WATERBROOKE PHASE 2

A REPLAT OF TRACT W, TRACT Z AND FLORIGOLD GROVE AVENUE,
WATERBROOKE PHASE 1, PLAT BOOK 69, PAGES 53 THROUGH 64 AND
A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
ALL LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

DESCRIPTION:

That part of Section 27, Township 22 South, Range 26 East, Lake County, Florida, described as follows:

BEGIN at the East 1/4 corner of said Section 27; thence S00°09'12"W along the East line of the Southeast 1/4 of said Section 27, for a distance of 1459.21 feet to the Easterly line of WATERBROOKE PHASE 1, according to the plat thereof, as recorded in Plat Book 69, Pages 53 through 64, of the Public Records of Lake County, Florida; thence departing said East line run the following courses and distances along said Easterly line: S79°12'55"W, 193.05 feet; N86°42'47"W, 152.24 feet; S89°39'44"W, 171.10 feet; S00°20'16"E, 7.78 feet; S87°50'12"W, 57.52 feet; S79°50'44"W, 219.47 feet; S56°08'34"W, 89.24 feet; N15°15'56"W, 259.19 feet; N00°20'16"W, 495.45 feet; N01°00'50"E, 60.00 feet to the Northerly right-of-way line of Satsuma Leaf Avenue, according to said WATERBROOKE PHASE 1; thence N88°59'10"W along said Northerly right-of-way line, 404.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 25.00 feet and a chord bearing of N44°39'43"W; thence Northwesterly along said Northerly right-of-way line and the arc of said curve through a central angle of 88°38'53" for a distance of 38.68 feet to the Easterly right-of-way line of Emil Jahna Road, according to said WATERBROOKE PHASE 1 and the point of tangency; thence departing said Northerly right-of-way run N00°20'16"W along said Easterly right-of-way line, 167.48 feet to the point of curvature of a curve concave Easterly having a radius of 1000.00 feet and a chord bearing of N00°22'54"E; thence continue Northerly along said Easterly right-of-way line and the arc of said curve through a central angle of 01°26'20" for a distance of 25.11 feet to a point on said curve; thence departing said Easterly right-of-way line continue Northerly along the arc of said curve having a radius of 1000.00 feet and a chord bearing of N04°09'36"E, through a central angle of 06°07'05" for a distance of 106.78 feet to the Southerly extension of the Easterly right-of-way line of aforesaid Emil Jahna Road and the point of tangency; thence N07°13'08"E along said Southerly extension and the Easterly right-of-way line of said Emil Jahna Road, 186.39 feet to the point of curvature of a curve concave Westerly having a radius of 250.00 feet and a chord bearing of N15°44'44"W; thence Northerly along said Easterly right-of-way line and the arc of said curve through a central angle of 45°55'45" for a distance of 200.40 feet to the point of reverse curvature of a curve concave Easterly having a radius of 170.00 feet and a chord bearing of N20°05'10"W; thence Northerly along said Easterly right-of-way line and the arc of said curve through a central angle of 37°14'52" for a distance of 110.52 feet to the North line of aforesaid Southeast 1/4 of Section 27 and a non-tangent line; thence departing said Easterly right-of-way line run S88°59'10"E along said North line, 1423.12 feet to the POINT OF BEGINNING.

Containing 40.005 acres more or less.

NOTES:

- Bearings based on the East line of the Southeast 1/4 of Section 27, Township 22 South, Range 26 East, Lake County, Florida, being S00°09'12"W, relative Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment.
- The State Plane Coordinates shown hereon are relative to St. John's Water Management District, Lake Apopka GPS Control Network control point W56, Northing 1528029.39885, Easting 4344520.17367, Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment average combined scale factor: 0.999997533260
- All lines intersecting curves are radial unless noted as (NR) = Non-Radial.
- Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
- Tract C is a future right-of-way tract to be owned and maintained by Lake County, Florida for public right-of-way purposes, subject to any assignment of such maintenance obligations to another public agency. Owner shall convey fee simple title of Tract C to Lake County, Florida by separate instrument to be recorded in the Public Records of Lake County, Florida.
- Tract D is a Private Roadways tract to be owned and maintained by the Waterbooke Homeowners Association, Inc. (the "Association").
- There is hereby granted and dedicated for the benefit of the City of Clermont and other public service and emergency service providers, a non-exclusive easement over and through Tract D (Private Roadways) and any other privately owned internal roads, alleys, paved areas, and sidewalks for vehicular and pedestrian ingress and egress access for the purpose of providing public services and emergency services to the Subdivision, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities, and other public and emergency services. The City of Clermont is hereby granted and dedicated a non-exclusive drainage and utilities easement over, under, across, and through Tract D. The City of Clermont shall only be responsible for the maintenance of utility improvements it accepts and/or installs within the aforesaid Easement Area, and the "Association", shall be responsible for the maintenance of all drainage improvements within Tract D.
- Tract W is an Open Space and Passive Park tract to be owned and maintained by the "Association".
- Tract DD is an Open Space/Landscape Buffer tract to be owned and maintained by the "Association".
- Easements within Lots 189 through 333 are hereby dedicated and established as follows unless otherwise shown:

5.00 foot wide Drainage Easement (in favor of the "Association") and 5.00' Utility Easement (in favor of the City of Clermont) along all side and rear lot lines unless otherwise shown.

10.00 foot wide Drainage Easement (in favor of the "Association"), and 10.00' Utility Easement (in favor of the City of Clermont) along all lot lines abutting right-of-way lines unless otherwise shown.

- All platted Drainage Easements shown hereon shall be private, non-exclusive easements in favor of the "Association", its successors or assigns, for the Association's members subject to and in accordance with the terms of the Declaration, and in favor of Mattamy Orlando LLC and its affiliates, successors, assignees or designees.
- An emergency access easement to the private storm drainage system over all drainage easements shown on this plat is hereby dedicated to the City of Clermont for emergency maintenance purposes in the event inadequate maintenance of the storm drainage system creates a hazard to the public health, safety, and general welfare. The emergency access easement granted above does not impose any obligation, burden, responsibility or liability upon the City of Clermont to enter upon the subject property and take any action to repair or maintain the private drainage system. A non-exclusive easement through, over, under and across all utility easements shown hereon is hereby dedicated for use by all public utilities for the purpose of constructing, maintaining and replacing their respective facilities servicing the lands encompassed by this plat.
- Lands Shown hereon are subject to Ordinance # 2006-30, recorded May 30, 2006 in Official Records Book 3171, Page 2343; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to Ordinance # 2014-80-Jahna PUD Amendment # 27-14-2, recorded January 8, 2015 in Official Records Book 4571, Page 1720; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to City of Clermont Ordinance # 2015-70, recorded November 5, 2015 in Official Records Book 4702, Page 897; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to Impact Fee Agreement between Lake County and Mattamy Orlando LLC, recorded April 27, 2017 in Official Records Book 4936, Page 982; provided, this reference thereto shall not re-impose the same.
- The lands described herein are subject to that certain Community Declaration for Waterbrooke recorded in Official Records Book 5028, Page 706, Public Records of Lake County, Florida, as may be amended, supplemented and/or assigned from time to time (the "Declaration").
- Access to the lands described hereon, is provided by Emil Jahna Road pursuant to that certain Shared Access Agreement and Grant of Easement between UP Fieldgate Us Investments-Clermont Hills, LLC and Mattamy Orlando LLC, recorded March 22, 2017 in Official Records Book 4918, Page 1895, Public Records of Lake County, Florida.
- Lands Shown hereon are subject to City of Clermont Ordinance No. 2016-20 recorded August 31, 2018 in Official Records Book 5163, Page 472, Public Records of Lake County, Florida.
- Lands Shown hereon are subject to Impact Fee Agreement between Lake County and Mattamy Orlando LLC, recorded April 27, 2017 in Official Records Book 4936, Page 982; provided, this reference thereto shall not re-impose the same.

WATERBROOKE PHASE 2
DEDICATION

KNOW ALL BY THESE PRESENTS, that Mattamy Orlando LLC, a Delaware limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed including as set forth in the plat notes.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and attested to by its Authorized Agents named below on _____

Signed, sealed, and delivered in the presence of: By: Mattamy Orlando LLC, a Delaware Limited Liability Company
Signature _____ 1900 Summit Tower Boulevard Suite 500 Orlando, Florida 32810
Print Name: _____
Signature _____ By: _____
Print Name: _____ Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY, that on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, of MATTAMY ORLANDO LLC, a Delaware limited liability company, who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced _____ as identification and did/did not take an oath.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Signature of Person Taking Acknowledgment
Print Name: _____
Notary Public
Commission No. _____
My Commission Expires: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the ____ day of _____, 2019, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within _____ days from the date of approval by said City of Clermont, Florida.

Attest: City of Clermont

City Clerk Mayor

PRINT NAME PRINT NAME

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part I, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature Date Registration Number

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all the Survey Requirements of Chapter 177.091, Part 1, Platting, Florida Statutes.

DONALD W. MCINTOSH ASSOCIATES, INC.
2200 Park Avenue North, Winter Park, FL 32789
Certificate of Authorization Number LB68

Robert "Tyler" Sears Registration # 6950 Date: _____

CERTIFICATE OF CLERK

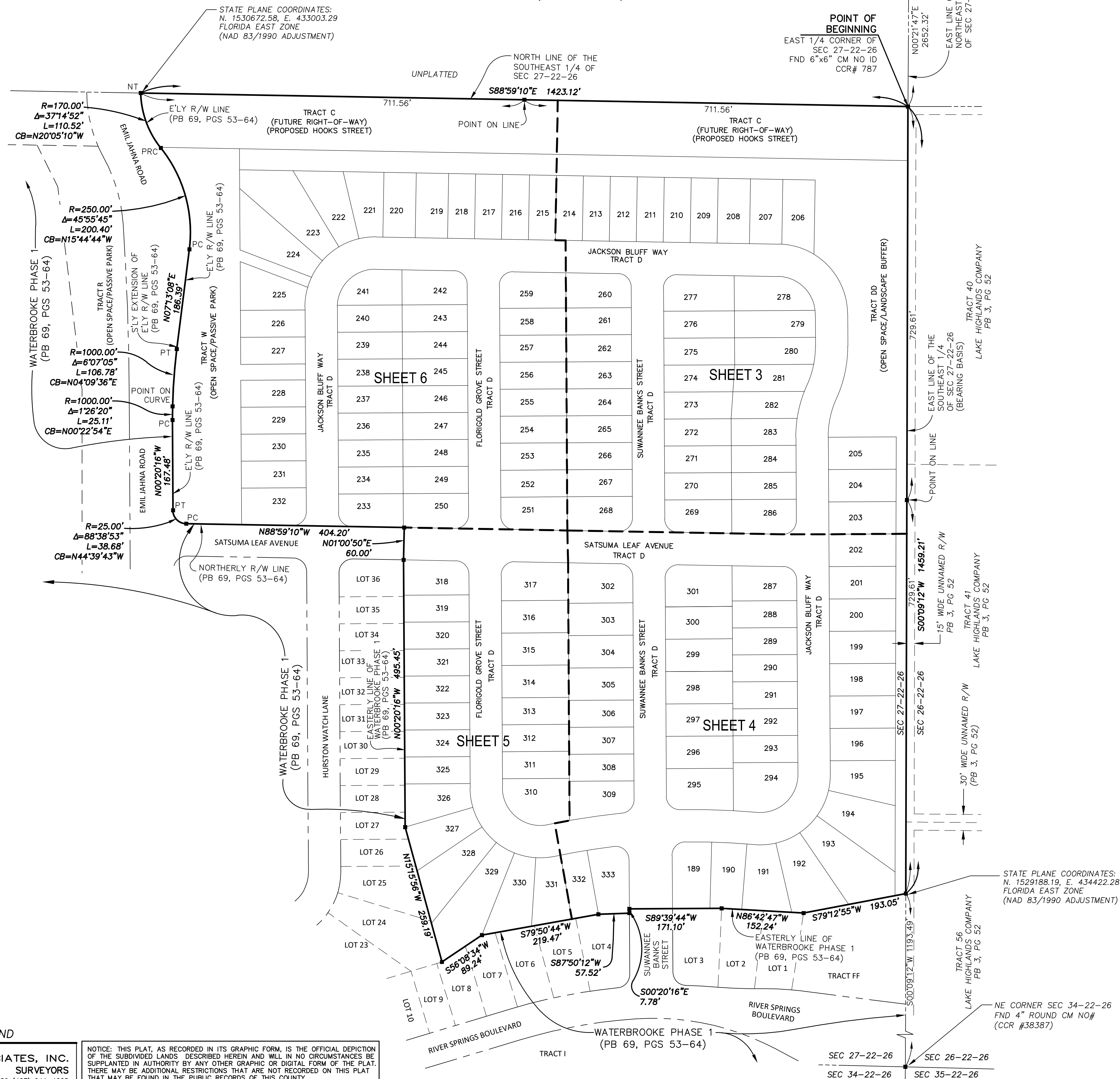
I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____ File No. _____

Clerk of the Circuit Court
in and for Lake County, Florida

A REPLAT OF TRACT W, TRACT Z AND FLORIGOLD GROVE AVENUE,
WATERBROOKE PHASE 1, PLAT BOOK 69, PAGES 53 THROUGH 64 AND
A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
ALL LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PAGE

SHEET 2 OF 6



DM **DONALD W. McINTOSH ASSOCIATES, INC.**
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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FLOOD ZONE NOTES:

THE LOCATION OF THE LIMITS OF ZONES "A" AND "X" WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, MAP REVISED DECEMBER 18, 2012 AND IS APPROXIMATE.

THE FLOOD ZONE LINES ARE SHOWN HEREON AS REQUIRED BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (9a), AND ARE FOR INFORMATIONAL PURPOSES USE ONLY AND SHOULD BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS. THE INFORMATION SHOWN HEREON MAY NOT REPRESENT ANY SUBSEQUENT CHANGES OR AMENDMENTS TO THE FLOOD ZONE LINES.

Printed: Thu 13-Jun-2019 - 04:26PM
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WATERBROOKE PHASE 2

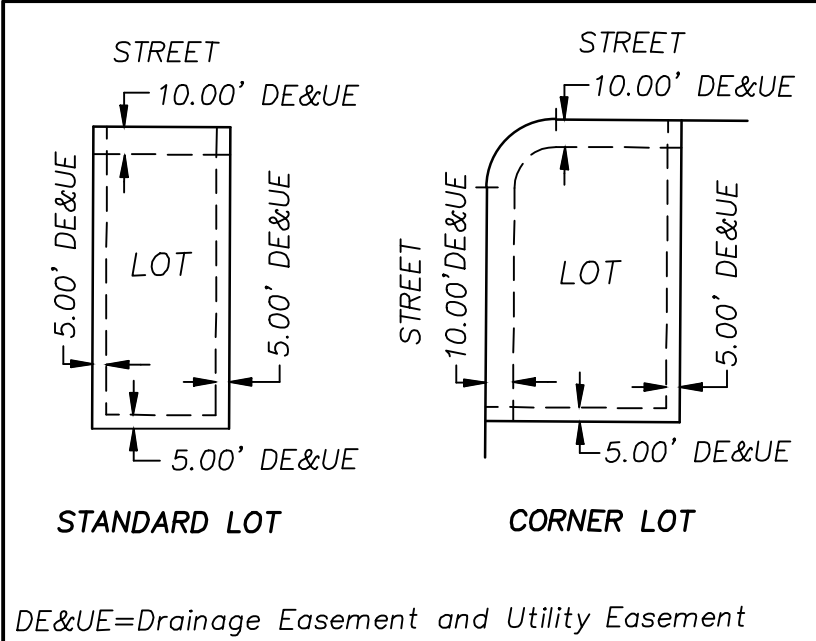
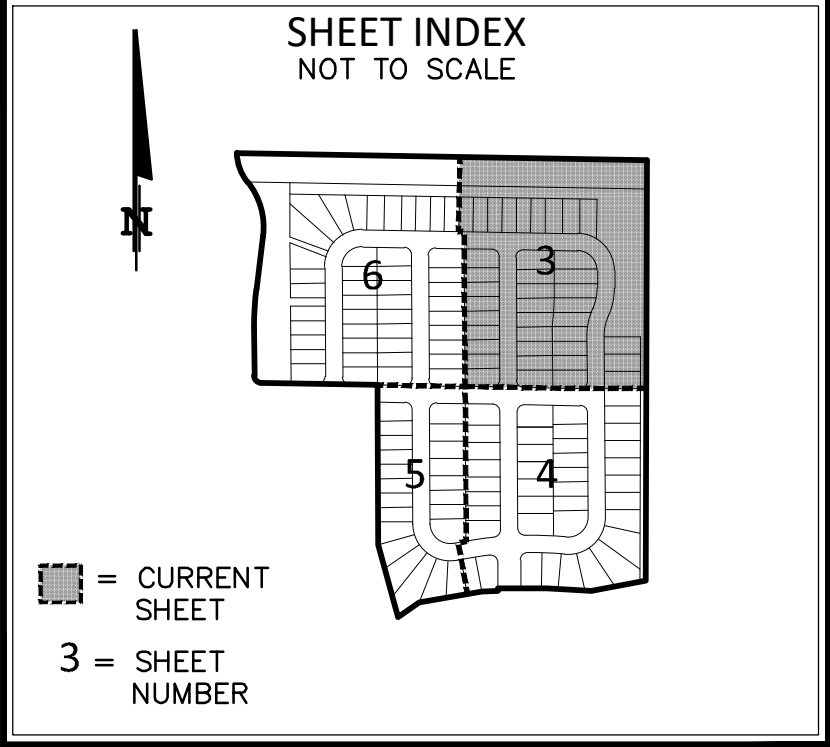
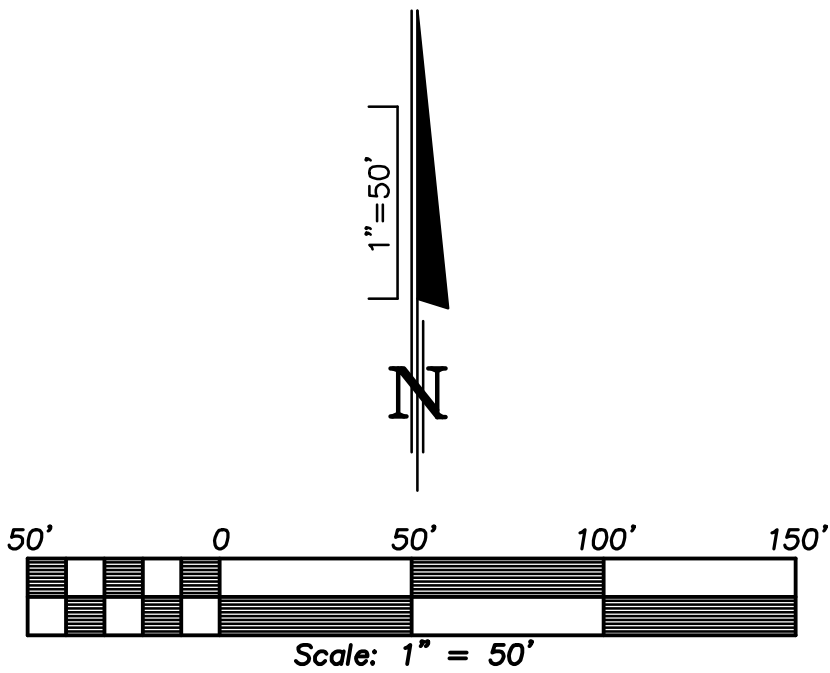
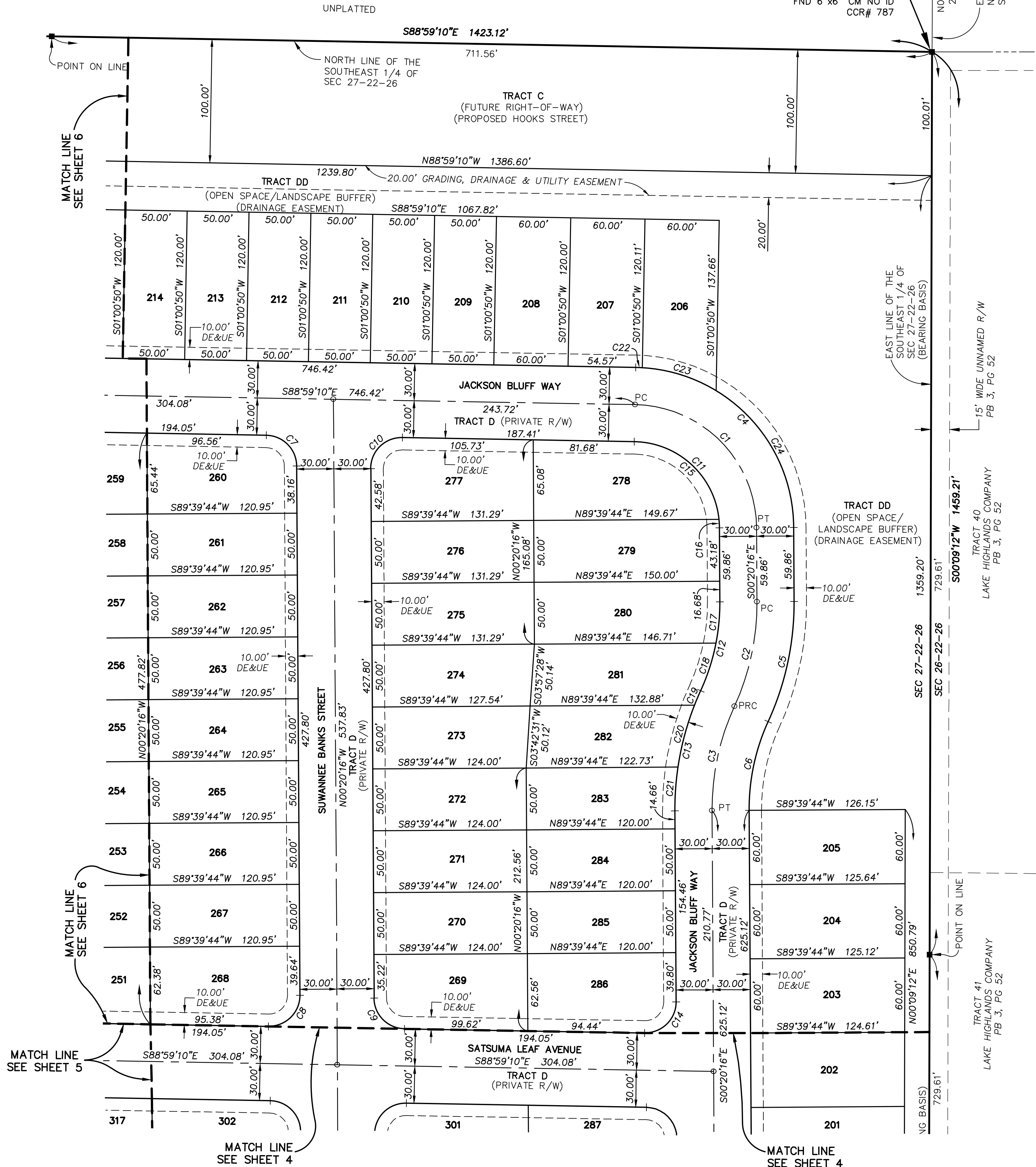
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CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK

PAGE

SHEET 3 OF 6

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	88°38'53"	154.72'	139.74'	N44°39'43"W
C2	200.00'	24°56'18"	87.05'	86.37'	N12°07'52"E
C3	200.00'	24°56'18"	87.05'	86.37'	S12°07'52"W
C4	130.00'	88°38'53"	201.14'	181.67'	N44°39'43"W
C5	230.00'	24°56'18"	100.11'	99.32'	N12°07'52"E
C6	170.00'	24°56'18"	73.99'	73.41'	S12°07'52"W
C7	25.00'	88°38'53"	38.68'	34.94'	N44°39'43"W
C8	25.00'	91°21'07"	39.86'	35.77'	N45°20'17"E
C9	25.00'	88°38'53"	38.68'	34.94'	S44°39'43"E
C10	25.00'	91°21'07"	39.86'	35.77'	S45°20'17"W
C11	70.00'	88°38'53"	108.30'	97.82'	N44°39'43"W
C12	170.00'	24°56'18"	73.99'	73.41'	N12°07'52"E
C13	230.00'	24°56'18"	100.11'	99.32'	S12°07'52"W
C14	25.00'	91°21'07"	39.86'	35.77'	N45°20'17"E
C15	70.00'	83°03'13"	101.47'	92.82'	N47°27'33"W
C16	70.00'	5°35'41"	6.84'	6.83'	N03°08'07"W
C17	170.00'	11°18'08"	33.53'	33.48'	N05°18'47"E
C18	170.00'	13°38'10"	40.46'	40.36'	N17°46'56"E
C19	230.00'	3°09'30"	12.68'	12.68'	S23°01'16"W
C20	230.00'	12°56'29"	51.95'	51.84'	S14°58'17"W
C21	230.00'	8°50'19"	35.48'	35.44'	S04°04'53"W
C22	130.00'	2°23'33"	5.43'	5.43'	N87°47'23"W
C23	130.00'	27°49'30"	63.13'	62.51'	N72°40'52"W
C24	130.00'	58°25'50"	132.58'	126.90'	N29°33'12"W



TYPICAL EASEMENT DETAIL FOR LOTS 203 THROUGH 214
AND LOTS 260 THROUGH 286
(DETAIL NOT TO SCALE)

FLOOD ZONE NOTES:

THE LOCATION OF THE LIMITS OF ZONES "A" AND "X" WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E. MAP REVISED DECEMBER 18, 2012 AND IS APPROXIMATE.

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SEE SHEET 1 FOR NOTES AND LEGEND

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DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

WATERBROOKE PHASE 2

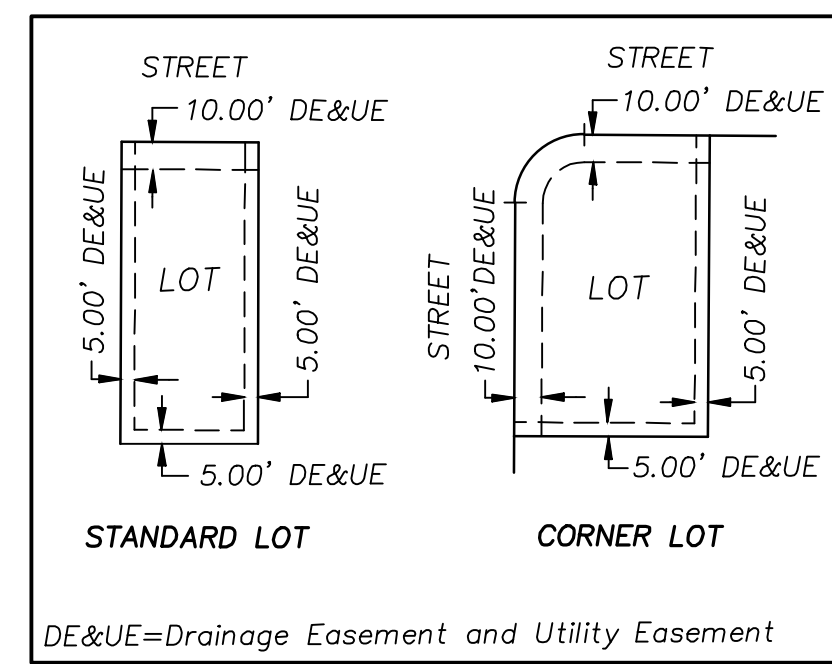
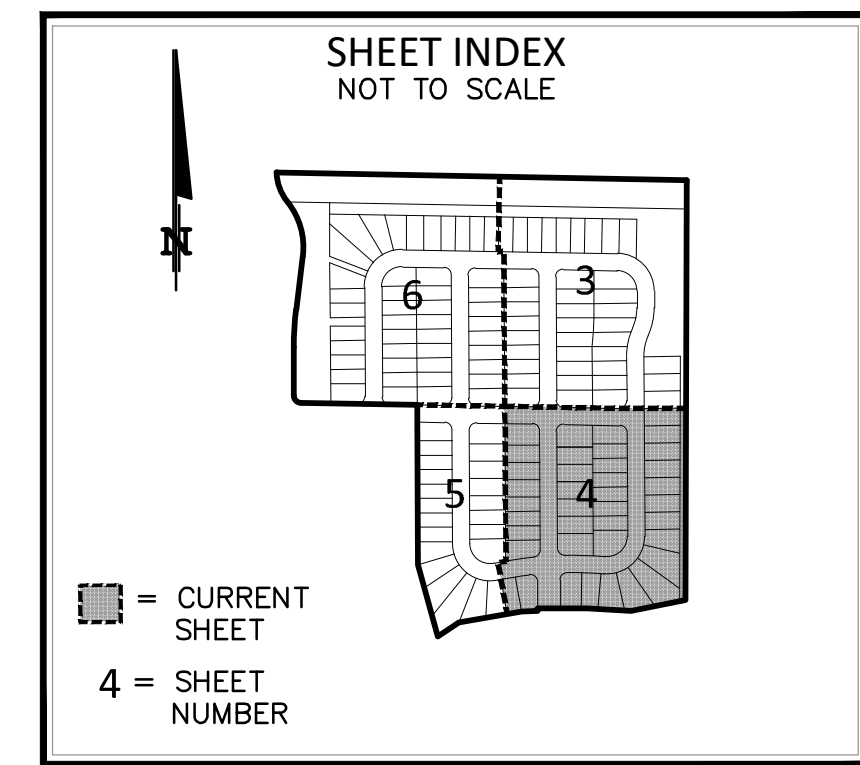
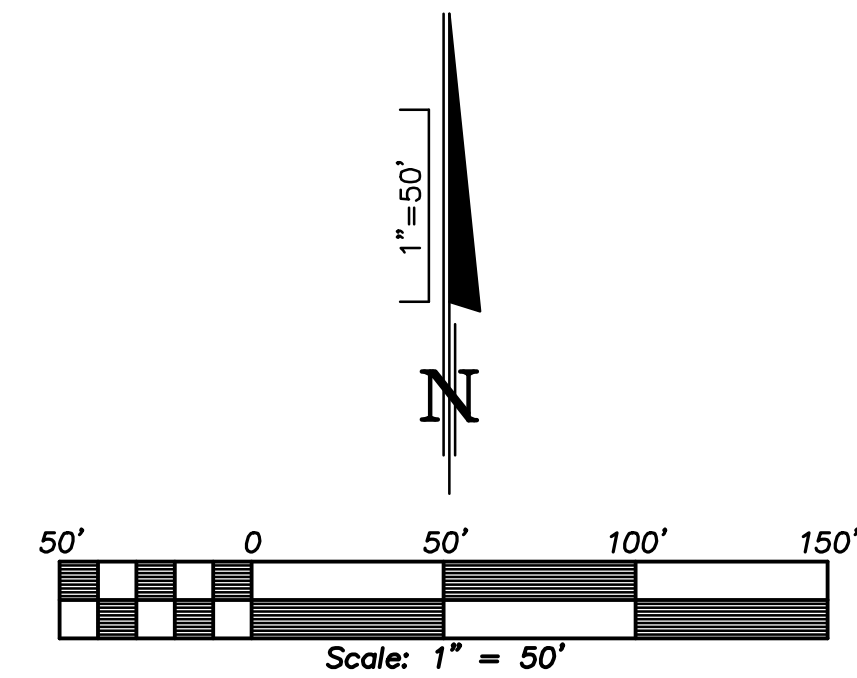
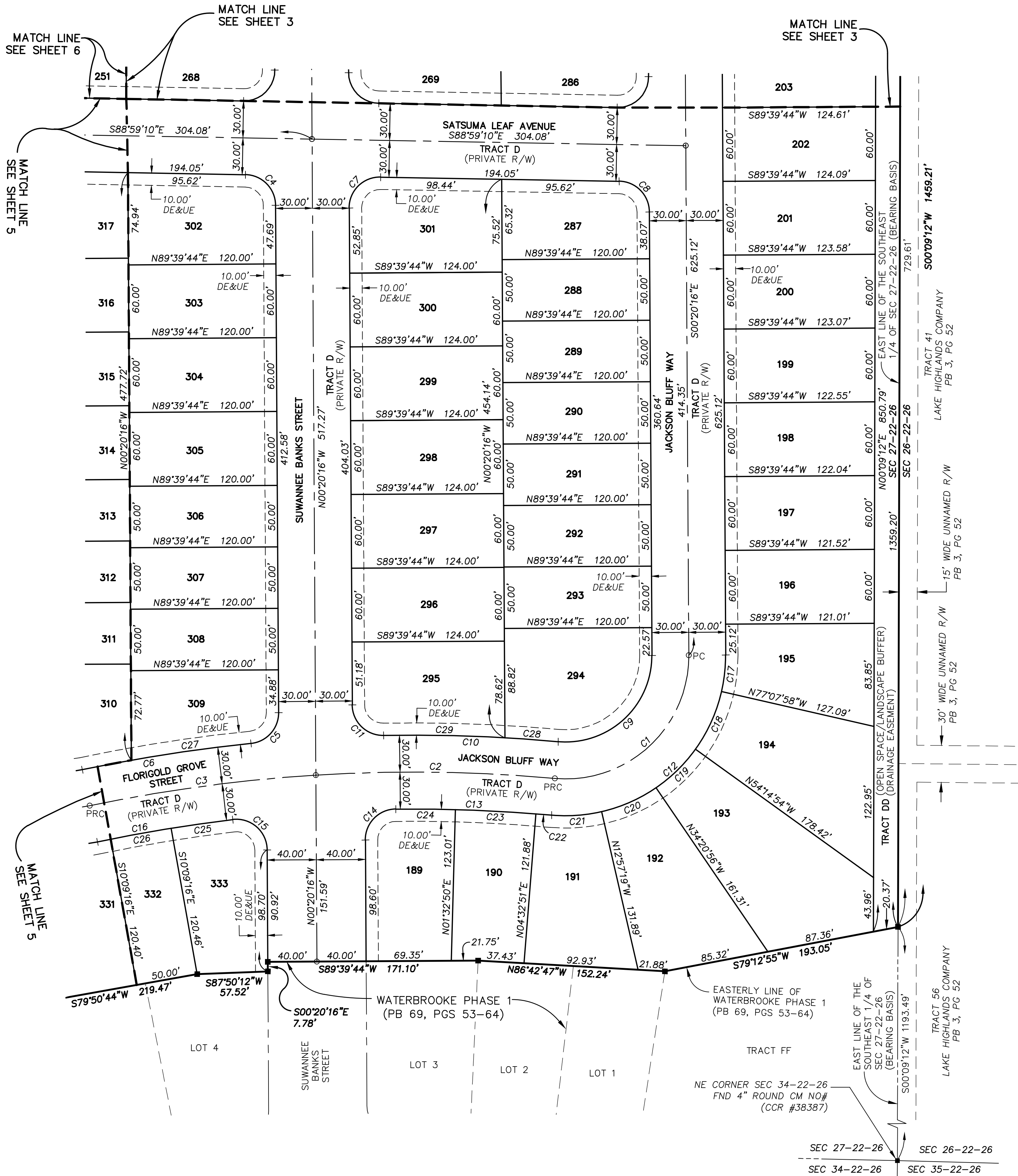
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CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK

PAGE

SHEET 4 OF 6

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	95°28'19"	166.63'	148.01'	N47°23'53"E
C2	1282.00'	8°42'04"	194.69'	194.50'	N89°12'59"W
C3	1282.00'	8°18'00"	185.71'	185.55'	S82°16'59"W
C4	25.00'	88°38'53"	38.68'	34.94'	N44°39'43"W
C5	25.00'	84°32'24"	36.89'	33.63'	N41°55'56"E
C6	1312.00'	6°04'09"	138.98'	138.91'	S81°10'03"W
C7	25.00'	91°21'07"	39.86'	35.77'	S45°20'17"W
C8	25.00'	88°38'53"	38.68'	34.94'	N44°39'43"W
C9	70.00'	95°28'19"	116.64'	103.61'	N47°23'53"E
C10	1312.00'	6°12'35"	142.19'	142.12'	N87°58'15"W
C11	25.00'	90°44'16"	39.59'	35.58'	S45°42'24"E
C12	130.00'	95°28'19"	216.62'	192.41'	N47°23'53"E
C13	1252.00'	5°48'32"	126.93'	126.88'	N87°46'13"W
C14	25.00'	89°39'47"	39.12'	35.25'	S44°29'37"W
C15	25.00'	96°25'15"	42.07'	37.28'	N48°32'53"W
C16	1252.00'	5°06'30"	111.62'	111.59'	S80°41'14"W
C17	130.00'	13°12'18"	29.96'	29.89'	N06°15'53"E
C18	130.00'	22°53'05"	51.92'	51.58'	N24°18'34"E
C19	130.00'	19°53'57"	45.15'	44.92'	N45°42'05"E
C20	130.00'	21°23'37"	48.54'	48.26'	N66°20'52"E
C21	130.00'	18°05'22"	41.04'	40.87'	N86°05'22"E
C22	1252.00'	0°35'11"	12.82'	12.82'	N85°09'33"W
C23	1252.00'	3°00'01"	65.56'	65.55'	N86°57'09"W
C24	1252.00'	2°13'19"	48.55'	48.55'	N89°33'50"W
C25	1252.00'	2°19'10"	50.68'	50.68'	S82°04'54"W
C26	1252.00'	2°17'18"	50.00'	50.00'	S79°46'40"W
C27	1312.00'	4°17'29"	98.27'	98.24'	S82°03'24"W
C28	1312.00'	1°53'53"	43.46'	43.46'	N85°48'54"W
C29	1312.00'	4°18'42"	98.73'	98.71'	N88°55'11"W



TYPICAL EASEMENT DETAIL FOR LOTS 189 THROUGH 202,
LOTS 287 THROUGH 309 AND LOTS 332 AND 333
(DETAIL NOT TO SCALE)

FLOOD ZONE NOTES:

THE LOCATION OF THE LIMITS OF ZONES "A" AND "X" WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, MAP REVISED DECEMBER 18, 2012 AND IS APPROXIMATE.

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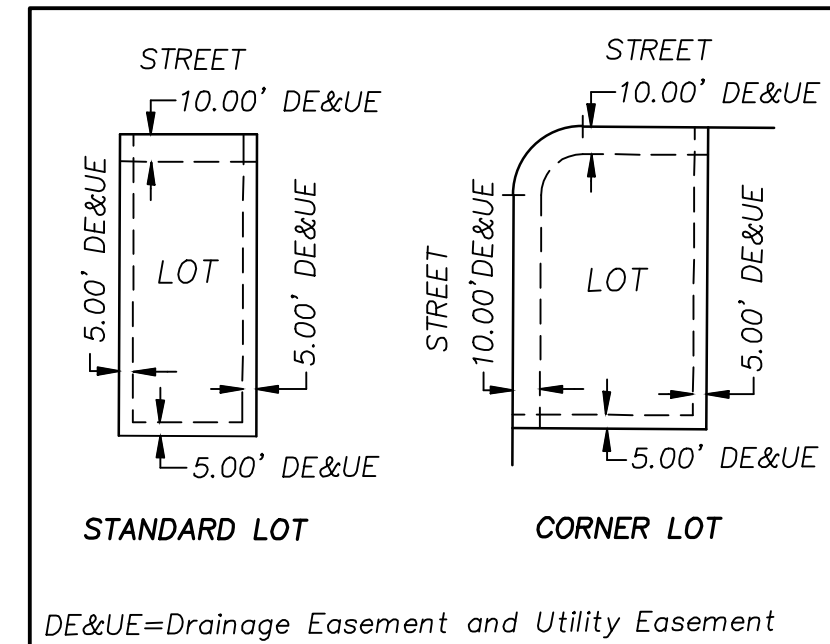
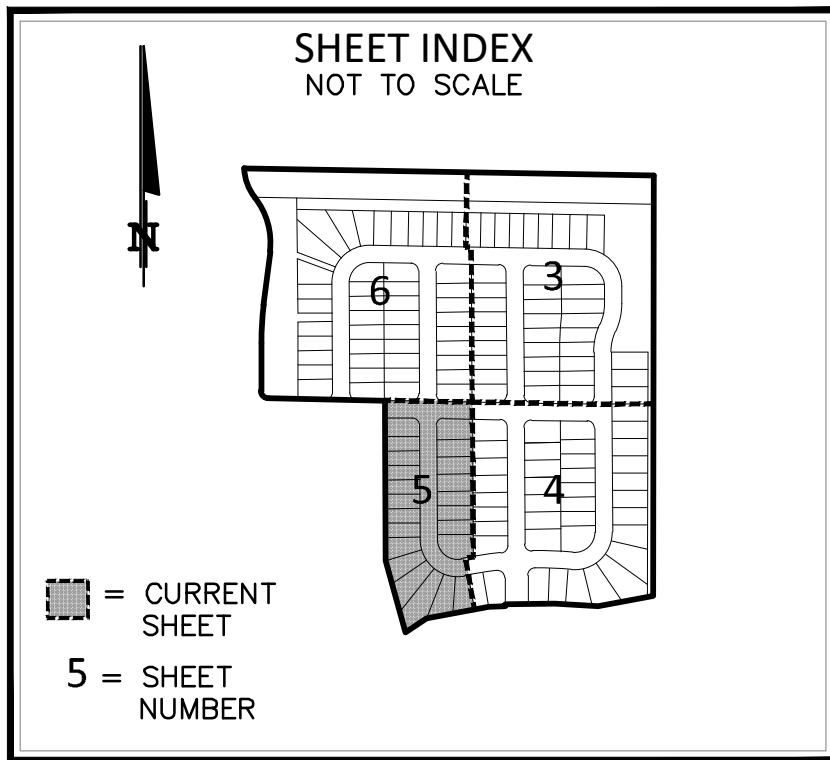
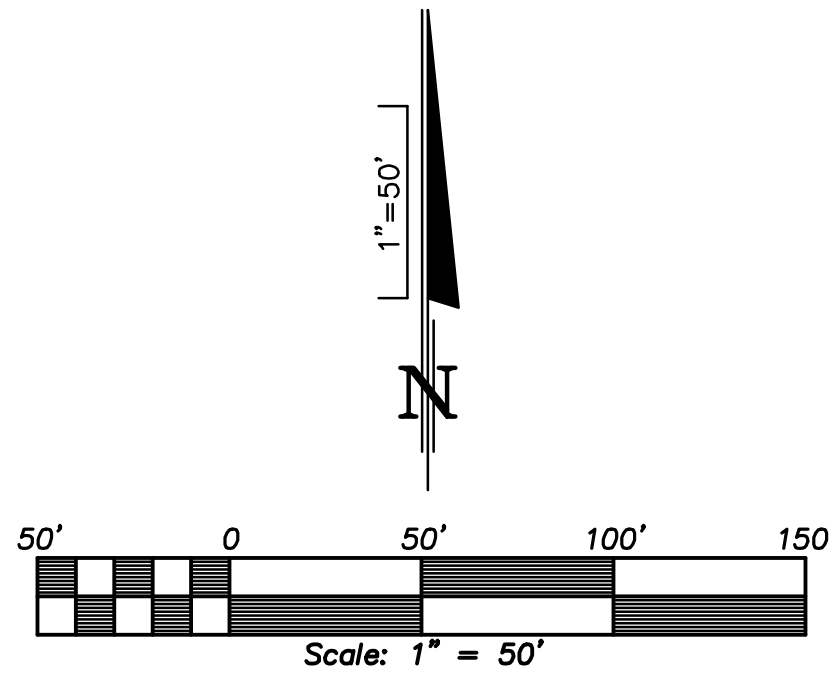
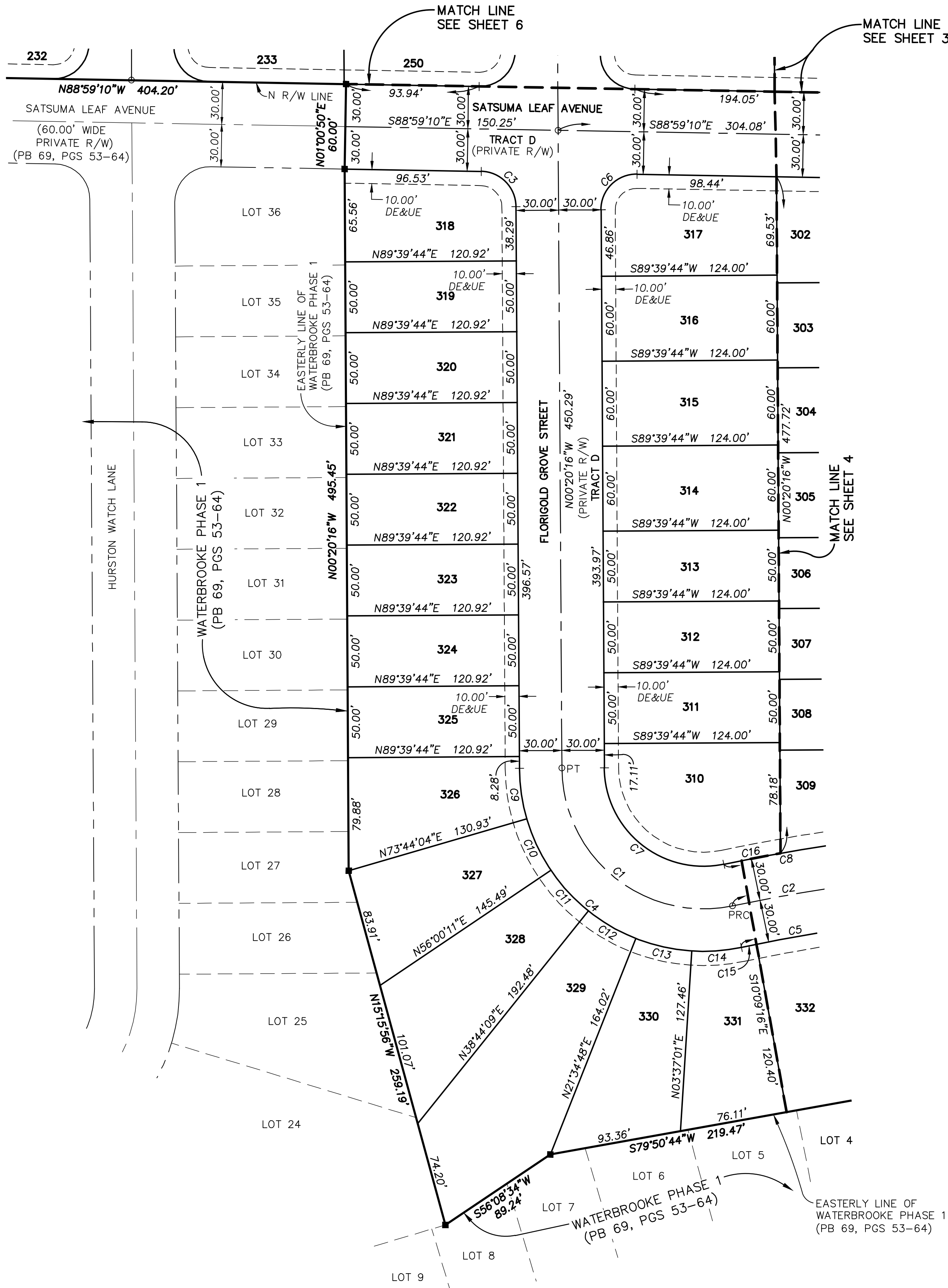
A REPLAT OF TRACT W, TRACT Z AND FLORIGOLD GROVE AVENUE,
WATERBROOKE PHASE 1, PLAT BOOK 69, PAGES 53 THROUGH 64 AND
A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
ALL LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK

PAGE

SHEET 5 OF 6

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	100.00'	101°31'45"	177.20'	154.91'	S51°06'09"E
C2	1282.00'	8°18'00"	185.71'	185.55'	S82°16'59"W
C3	25.00'	88°38'53"	38.68'	34.94'	N44°39'43"W
C4	130.00'	101°31'45"	230.36'	201.38'	S51°06'09"E
C5	1252.00'	5°06'30"	111.62'	111.59'	S80°41'14"W
C6	25.00'	91°21'07"	39.86'	35.77'	S45°20'17"W
C7	70.00'	101°31'45"	124.04'	108.44'	S51°06'09"E
C8	1312.00'	6°04'09"	138.98'	138.91'	S81°10'03"W
C9	130.00'	15°55'40"	36.14'	36.02'	S08°18'06"E
C10	130.00'	17°43'53"	40.23'	40.07'	S25°07'53"E
C11	130.00'	17°16'02"	39.18'	39.03'	S42°37'50"E
C12	130.00'	17°09'21"	38.93'	38.78'	S59°50'32"E
C13	130.00'	17°57'47"	40.76'	40.59'	S77°24'05"E
C14	130.00'	15°29'02"	35.13'	35.03'	N85°52'30"E
C15	1252.00'	0°30'02"	10.94'	10.94'	S78°23'00"W
C16	1312.00'	1°46'40"	40.71'	40.71'	S79°01'19"W



TYPICAL EASEMENT DETAIL FOR LOTS 310 THROUGH 331
(DETAIL NOT TO SCALE)

FLOOD ZONE NOTES:

THE LOCATION OF THE LIMITS OF ZONES "A" AND "X" WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, MAP REVISED DECEMBER 18, 2012 AND IS APPROXIMATE.

THE FLOOD ZONE LINES ARE SHOWN HEREON AS REQUIRED BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (9g), AND ARE FOR INFORMATIONAL PURPOSES USE ONLY AND SHOULD BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS. THE INFORMATION SHOWN HEREON MAY NOT REPRESENT ANY SUBSEQUENT CHANGES OR AMENDMENTS TO THE FLOOD ZONE LINES.

SEE SHEET 1 FOR NOTES AND LEGEND

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

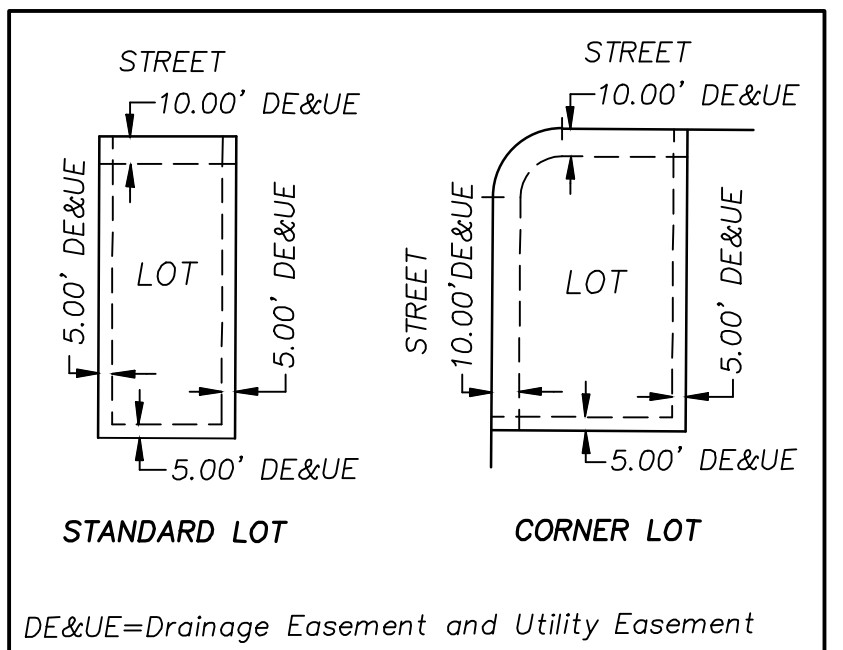
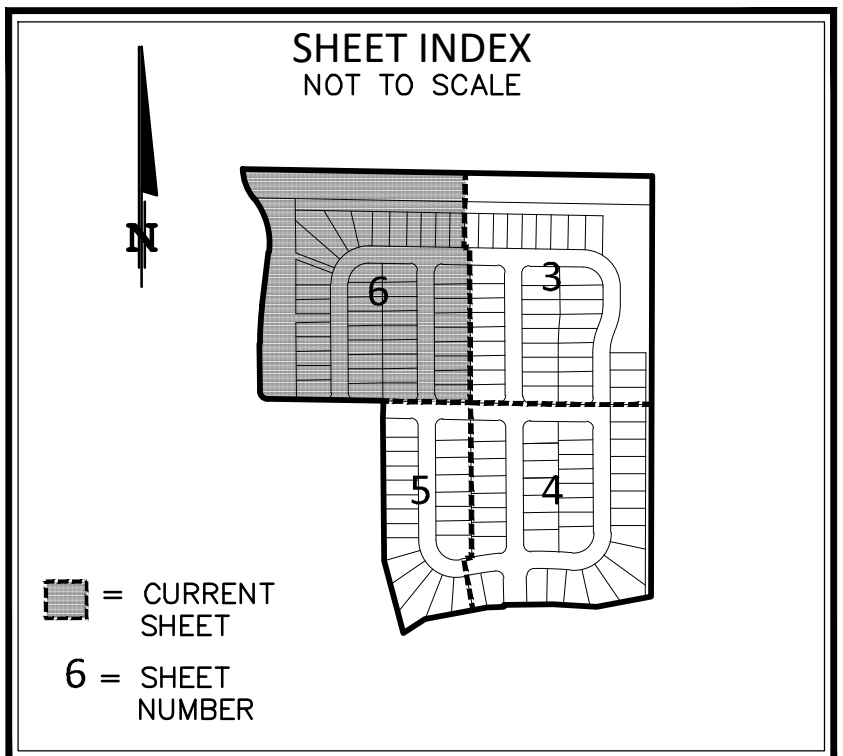
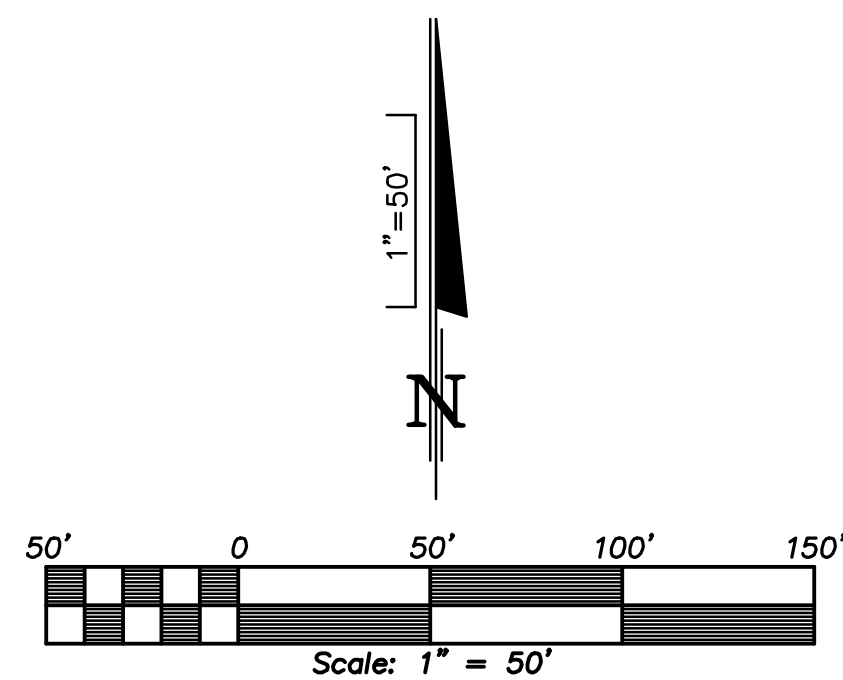
WATERBROOKE PHASE 2

A REPLAT OF TRACT W, TRACT Z AND FLORIGOLD GROVE AVENUE,
WATERBROOKE PHASE 1, PLAT BOOK 69, PAGES 53 THROUGH 64 AND
A PORTION OF SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST,
ALL LOCATED IN SECTION 27, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK

PAGE

SHEET 6 OF 6



TYPICAL EASEMENT DETAIL FOR LOTS 215 THROUGH 259
(DETAIL NOT TO SCALE)

FLOOD ZONE NOTES:

THE LOCATION OF THE LIMITS OF ZONES "A" AND "X" WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, MAP REVISED DECEMBER 18, 2012 AND IS APPROXIMATE.

THE FLOOD ZONE LINES ARE SHOWN HEREON AS REQUIRED BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (90), AND ARE FOR INFORMATIONAL PURPOSES USE ONLY AND SHOULD BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS. THE INFORMATION SHOWN HEREON MAY NOT REPRESENT ANY SUBSEQUENT CHANGES OR AMENDMENTS TO THE FLOOD ZONE LINES.

CURVE TABLE				
NUMBER	RADIUS	DELTA	LENGTH	CHORD
C1	100.00'	91°21'07"	159.44'	143.08'
C2	25.00'	91°21'07"	39.86'	35.77'
C3	130.00'	91°21'07"	207.27'	186.00'
C4	25.00'	88°38'53"	38.68'	34.94'
C5	70.00'	91°21'07"	111.61'	100.16'
C6	25.00'	88°38'53"	38.68'	34.94'
C7	25.00'	91°21'07"	39.86'	35.77'
C8	25.00'	88°38'53"	38.68'	34.94'
C9	25.00'	91°21'07"	39.86'	35.77'
C10	130.00'	16°43'39"	37.95'	37.82'
C11	130.00'	8°49'24"	20.02'	20.00'
C12	130.00'	16°00'08"	36.31'	36.19'
C13	130.00'	17°41'59"	40.16'	40.00'
C14	130.00'	17°46'12"	40.32'	40.16'
C15	130.00'	14°19'44"	32.51'	32.43'
C16	170.00'	0°34'03"	1.68'	1.68'
C17	170.00'	36°40'49"	108.83'	106.98'
C18	70.00'	3°02'50"	3.72'	3.72'
C19	70.00'	88°18'17"	107.88'	97.52'
C20	170.00'	16°03'44"	47.66'	47.50'
C21	170.00'	20°37'05"	61.17'	60.85'
C22	990.00'	5°35'29"	96.61'	96.58'

LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	N89°39'44"E	9.42'
L2	S00°20'16"E	216.31'

SEE SHEET 1 FOR NOTES AND LEGEND

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DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

Printed: Fri 14-Jun-2019 - 09:05AM
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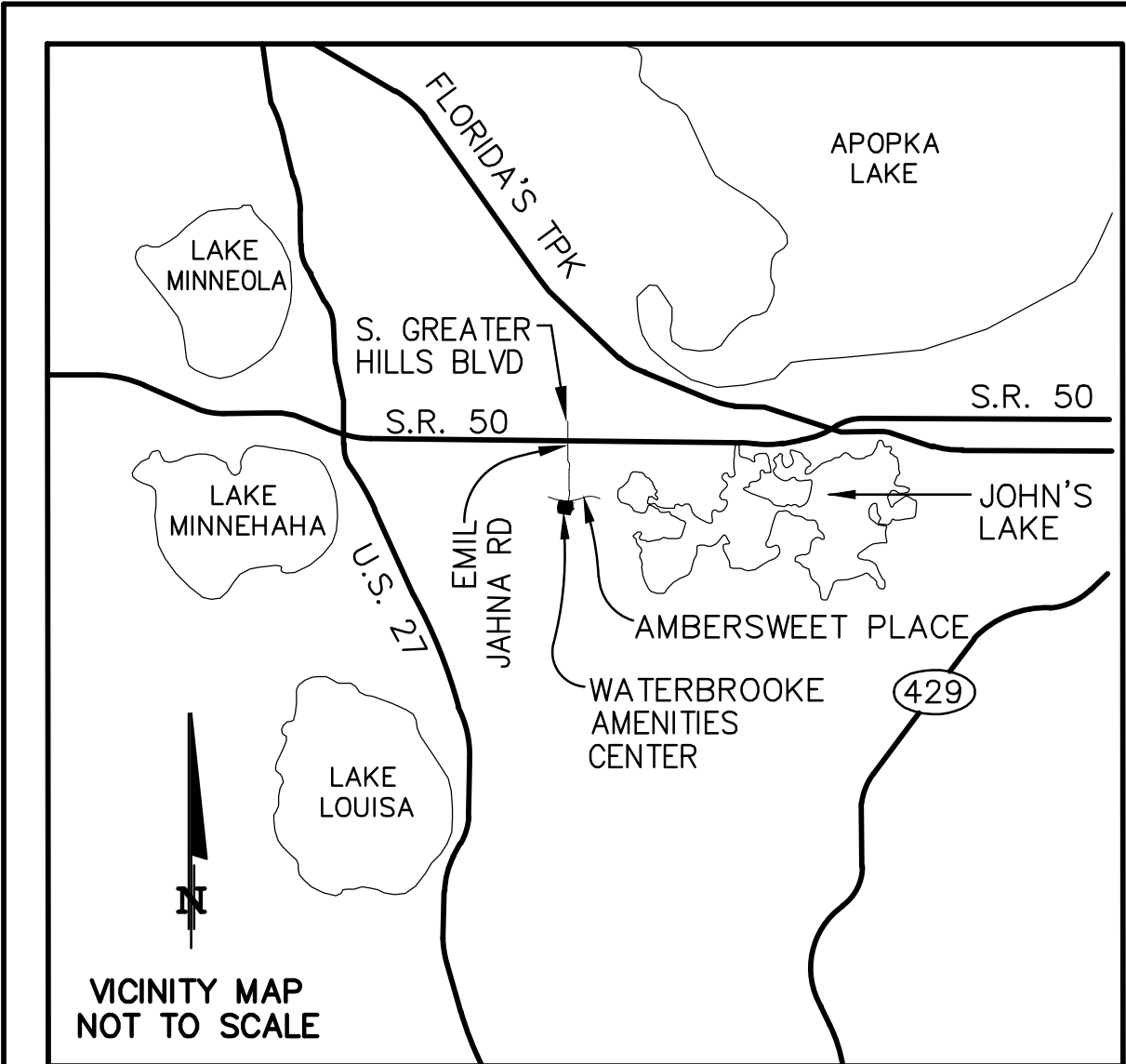


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, July 23, 2019			
Agenda Item Name			
Plat Approval			
Requested Action			
Recommend approval for Waterbrooke Amenities Center plat.			
Staff Report			
The submitted plat has been reviewed and approved by the City Engineer and reviewing engineer. The plat is for the Waterbrooke Amenities Center.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Waterbrooke Amenities Center Plat	Waterbrooke Amenities Center Plat.pdf	



LEGEND (ALL SHEETS)

C53 = CURVE NUMBER (SEE TABLE)
L14 = LINE NUMBER (SEE TABLE)
Δ = CENTRAL ANGLE
R = RADIUS
L = ARC LENGTH
CB = CHORD BEARING
CL = CENTERLINE
R/W = RIGHT-OF-WAY
BLVD. = BOULEVARD
CT. = COURT
NT = NON-TANGENT
(R) = RADIAL
(NR) = NON-RADIAL
PI = POINT OF INTERSECTION
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
ORB= OFFICIAL RECORD BOOK
PB = PLAT BOOK
PG(S) = PAGE(S)
DE = DRAINAGE EASEMENT
UE = UTILITY EASEMENT
DUE = DRAINAGE AND UTILITY EASEMENT
IRC = IRON ROD & CAP
ID = IDENTIFICATION
IP = IRON PIPE
FND = FOUND
SEC = SECTION
CM = CONCRETE MONUMENT
LB = LICENSED BUSINESS
PLS = PROFESSIONAL LAND SURVEYOR
CCR = CERTIFIED CORNER RECORD
ESMT = EASEMENT
NAD83 = NORTH AMERICAN DATUM OF 1983
NAVD 88 = NORTH AMERICAN VERTICAL DATUM OF 1988
NW = NORTHWEST
NE= NORTHEAST
W = WEST
E'LY = EASTERLY
S'LY = SOUTHERLY
SEC 27-22-26 = SECTION 26, TOWNSHIP 22 SOUTH,
RANGE 26 EAST

■ = DENOTES PERMANENT REFERENCE MONUMENT
(SET 4"x4" CONCRETE MONUMENT STAMPED
"PRM LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

■ = DENOTES PERMANENT REFERENCE MONUMENT
(FOUND 4"x4" CONCRETE MONUMENT STAMPED
"PRM LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

○--- = DENOTES PERMANENT CONTROL POINT
(SET NAIL AND DISK STAMPED "PCP
LB 68" UNLESS OTHERWISE NOTED)
PER CHAPTER 177, FLORIDA STATUTES.

NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION
OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE
SURPLANTED BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT
THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

WATERBROOKE AMENITIES CENTER

A REPLAT OF TRACT E, WATERBROOKE PHASE 1, PLAT BOOK 69, PAGES 53 THROUGH 64
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

DESCRIPTION:

Tract E, WATERBROOKE PHASE 1, according to the plat thereof, as recorded in Plat Book 69, Pages 53 through 64, of the Public Records of Lake County, Florida, described as follows:

BEGIN at the Northeast corner of said Tract E, thence run along the Easterly line, Southerly line, Westerly line and Northerly line of said Tract E the following courses and distances: S08°29'40"E, 137.13 feet; S02°46'04"E, 178.60 feet to a non-tangent curve concave Southeasterly having a radius of 130.00 feet and a chord bearing of S26°29'27"W; thence Southwesterly along the arc of said curve through a central angle of 06°49'28" for a distance of 15.48 feet to the point of tangency; S23°04'43"W, 4.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet and a chord bearing of S47°55'07"W; thence Southwesterly along the arc of said curve through a central angle of 49°40'47" for a distance of 21.68 feet to the point of reverse curvature of a curve concave Easterly having a radius of 60.00 feet and a chord bearing of S19°01'39"W; thence Southerly along the arc of said curve through a central angle of 107°27'42" for a distance of 112.53 feet to a point on a non-tangent line; S55°17'48"W, 34.79 feet; S16°31'14"W, 127.52 feet; N80°08'46"W, 493.63 feet; N09°45'33"W, 217.50 feet to a non-tangent curve concave Westerly having a radius of 130.00 feet and a chord bearing of N22°16'29"E; thence Northerly along the arc of said curve through a central angle of 18°38'02" for a distance of 42.28 feet to the point of tangency; N12°57'29"E, 240.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 25.00 feet and a chord bearing of N56°56'40"E; thence Northeasterly along the arc of said curve through a central angle of 87°58'23" for a distance of 38.39 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1530.00 feet and a chord bearing of S83°54'13"E; thence Easterly along the arc of said curve through a central angle of 09°40'09" for a distance of 258.20 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 50.00 feet and a chord bearing of S63°12'11"E; thence Southeasterly along the arc of said curve through a central angle of 51°04'14" for a distance of 44.57 feet to the point of reverse curvature of a curve concave Northerly having a radius of 83.00 feet and a chord bearing of N87°18'24"E; thence Easterly along the arc of said curve through a central angle of 110°03'04" for a distance of 159.42 feet to the point of reverse curvature of a curve concave Southeasterly having a radius of 50.00 feet and a chord bearing of N57°48'59"E; thence Northeasterly along the arc of said curve through a central angle of 51°04'14" for a distance of 44.57 feet to the point of reverse curvature of a curve concave Northerly having a radius of 1530.00 feet and a chord bearing of N82°25'42"E; thence Easterly along the arc of said curve through a central angle of 01°50'46" for a distance of 49.30 feet to the POINT OF BEGINNING.

Containing 6.911 acres more or less

NOTES:

- Bearings based on the Easterly line of Tract E, WATERBROOKE PHASE 1, according to the plat thereof, as recroded in Plat Book 69, Pages 53 through 64, being S08°29'40"E, per plat.
- The State Plane Coordinates shown hereon are relative to St. John's Water Management District, Lake Apopka GPS Control Network control point W56, Northing 1528029.39885, Easting 4344520.17367, Florida State Plane Coordinate System, Florida East Zone, 1983 North American Datum, 1990 adjustment average combined scale factor: 0.999997533260
- All lines intersecting curves are non-radial unless noted as (R) = Radial.
- Per Chapter 177.091 (28) Florida Statutes: All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance, and operation of cable television services; provided however, no such construction, installation, maintenance, and operation of cable television services shall interfere with the facilities and services of an electric, telephone, gas, or other public utility. In the event a cable television company damages the facilities of a public utility, it shall be solely responsible for the damages. Such construction, installation, maintenance, and operation shall comply with the National Electrical Safety Code as adopted by the Florida Public Service Commission.
- Tract E is an Amenities Center/Active Park tract to be owned and maintained by the Waterbrooke Homeowners Association, Inc. (the "Association").
- Easements within Lots 184 through 188 are hereby dedicated and established as follows unless otherwise shown:
 - 5.00 foot wide Drainage Easement (in favor of the "Association") and 5.00' Utility Easement (in favor of the City of Clermont) along all side and rear lot lines unless otherwise shown.
 - 10.00 foot wide Drainage Easement (in favor of the "Association"), and 10.00' Utility Easement (in favor of the City of Clermont) along all lot lines abutting right-of-way lines unless otherwise shown.
- All platted Drainage Easements shown hereon shall be private, non-exclusive easements in favor of the "Association", its successors or assigns, for the Association's members subject to and in accordance with the terms of the Declaration, and in favor of Mattamy Orlando LLC and its affiliates, successors, assignees or designees.
- An emergency access easement to the private storm drainage system over all drainage easements shown on this plat is hereby dedicated to the City of Clermont for emergency maintenance purposes in the event inadequate maintenance of the storm drainage system creates a hazard to the public health, safety, and general welfare. The emergency access easement granted above does not impose any obligation, burden, responsibility or liability upon the City of Clermont to enter upon the subject property and take any action to repair or maintain the private drainage system. A non-exclusive easement through, over, under and across all utility easements shown hereon is hereby dedicated for use by all public utilities for the purpose of constructing, maintaining and replacing their respective facilities servicing the lands encompassed by this plat.
- Lands Shown hereon are subject to Ordinance # 2006-30, recorded May 30, 2006 in Official Records Book 3171, Page 2343; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to Ordinance # 2014-80-Johna PUD Amendment # 27-14-2, recorded January 8, 2015 in Official Records Book 4571, Page 1720; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to City of Clermont Ordinance # 2015-70, recorded November 5, 2015 in Official Records Book 4702, Page 897; provided, this reference thereto shall not re-impose the same.
- Lands Shown hereon are subject to Impact Fee Agreement between Lake County and Mattamy Orlando LLC, recorded April 27, 2017 in Official Records Book 4936, Page 982; provided, this reference thereto shall not re-impose the same.
- The lands described herein are subject to that certain Community Declaration for Waterbrooke recorded in Official Records Book 5028, Page 706, Public Records of Lake County, Florida, as may be amended, supplemented and/or assigned from time to time (the "Declaration").
- Access to the lands described hereon, is provided by Emil Jahna Road pursuant to that certain Shared Access Agreement and Grant of Easement between UP Fieldgate Us Investments-Clermont Hills, LLC and Mattamy Orlando LLC, recorded March 22, 2017 in Official Records Book 4918, Page 1895, Public Records of Lake County, Florida.
- Lands Shown hereon are subject to City of Clermont Ordinance No. 2016-20 recorded August 31, 2018 in Official Records Book 5163, Page 472, Public Records of Lake County, Florida.

PLAT BOOK PAGE

**WATERBROOKE AMENITIES CENTER
DEDICATION**

KNOW ALL BY THESE PRESENTS, that Mattamy Orlando LLC, a Delaware limited liability company, being the owners in fee simple of the lands described in the foregoing caption to this plat, hereby dedicates said lands and plat for the uses and purposes therein expressed including as set forth in the plat notes.

IN WITNESS WHEREOF, the Owner has caused these presents to be signed and attested to by its Authorized Agents named below on _____

Signed, sealed, and delivered By: Mattamy Orlando LLC
in the presence of: a Delaware Limited Liability Company
Signature _____ 1900 Summit Tower Boulevard
Suite 500
Orlando, Florida 32810

Print Name: _____

Signature _____ By: _____
Print Name: _____
Print Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF ORANGE

THIS IS TO CERTIFY, that on _____, before me, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared _____, of MATTAMY ORLANDO LLC, a Delaware limited liability company, who executed the foregoing Dedication and severally acknowledged the execution thereof to be his free act and deed for the uses and purposes therein expressed. He is personally known to me or has produced _____ as identification and did/did not take an oath.

IN WITNESS WHEREOF, I have hereto set my hand and seal on the above date.

Signature of Person Taking Acknowledgment

Print Name: _____
Notary Public
Commission No. _____
My Commission Expires: _____

CERTIFICATE OF APPROVAL BY MUNICIPALITY

THIS IS TO CERTIFY, that this plat was reviewed in accordance with Section 177.081, Florida Statutes and presented to the CITY COUNCIL of Clermont, Lake County, Florida, and approved by said CITY COUNCIL of Clermont for record on the ____ day of _____, 2019, provided that this plat is recorded in the office of the Clerk of the Circuit Court of Lake County, Florida within ____ days from the date of approval by said City of Clermont, Florida.

Attest: City of Clermont

City Clerk Mayor

PRINT NAME PRINT NAME

REVIEWER STATEMENT

Pursuant to Section 177.081, Florida Statutes, I have reviewed this plat for conformity to Chapter 177, Part I, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter; provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

Signature Date Registration Number

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, That the undersigned, being a registered Surveyor and Mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision, and that this plat complies with all the Survey Requirements of Chapter 177.091, Part 1, Platting, Florida Statutes.

DONALD W. McINTOSH ASSOCIATES, INC.
2200 Park Avenue North, Winter Park, FL 32789
Certificate of Authorization Number LB68

Robert "Tyler" Sears Registration # 6950 Date: _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____ File No. _____

Clerk of the Circuit Court
in and for Lake County, Florida

WATERBROOKE AMENITIES CENTER

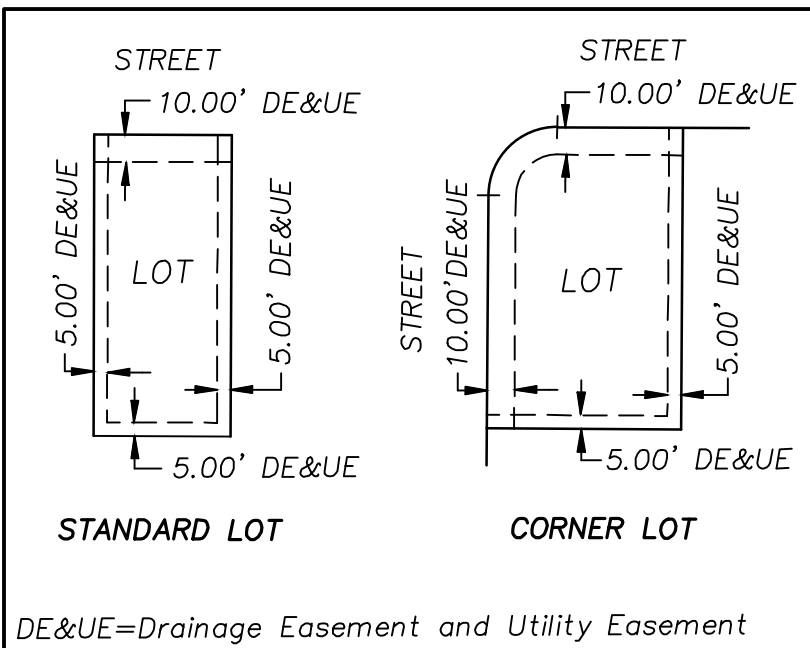
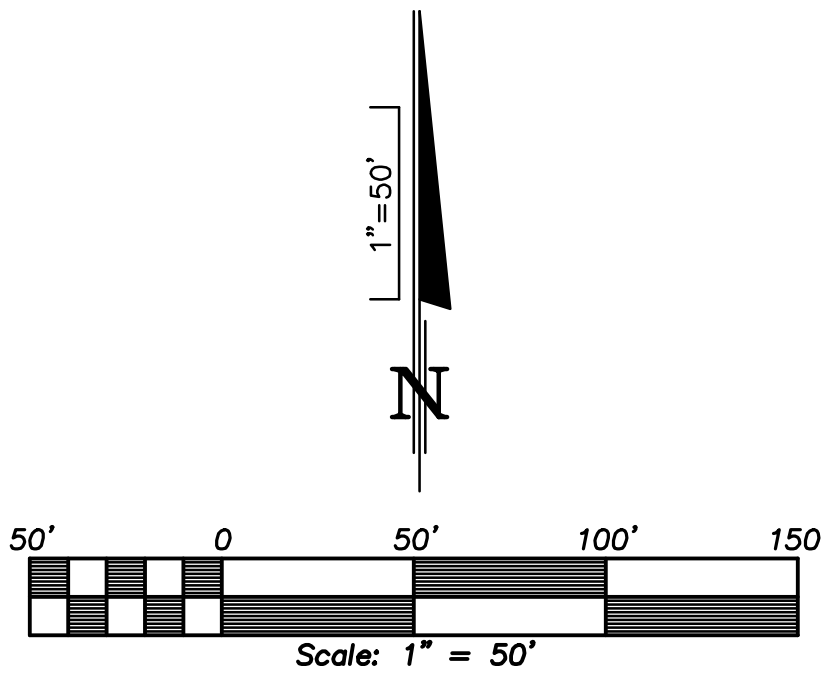
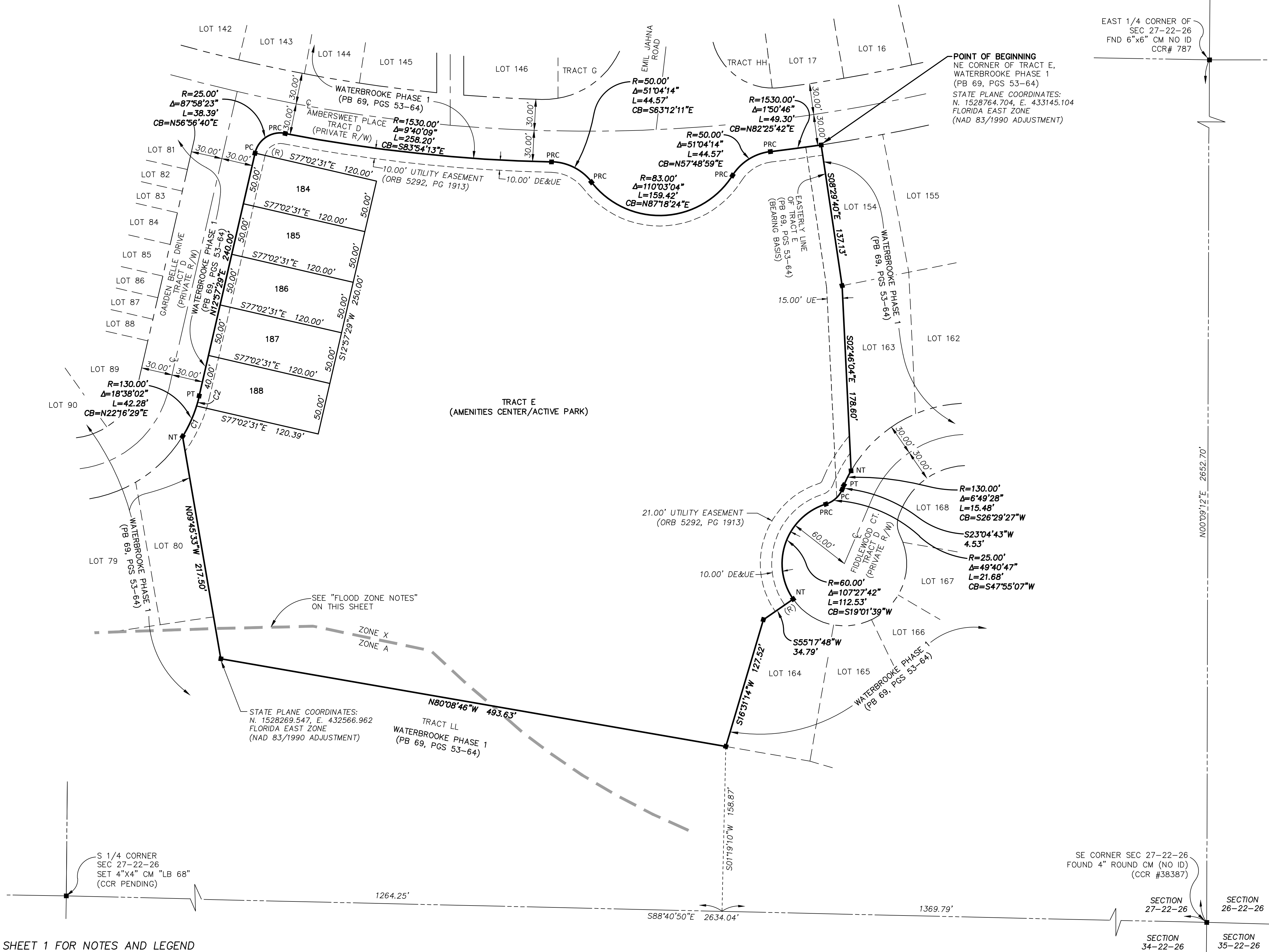
A REPLAT OF TRACT E, WATERBROOKE PHASE 1, PLAT BOOK 69, PAGES 53 THROUGH 64
CITY OF CLERMONT, LAKE COUNTY, FLORIDA.

PLAT
BOOK

PAGE

SHEET 2 OF 2

CURVE TABLE					
NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	130.00'	14°13'20"	32.27'	32.19'	N24°28'50"E
C2	130.00'	4°24'42"	10.01'	10.01'	N15°09'50"E



TYPICAL EASEMENT DETAIL FOR LOTS 184 THROUGH 188
(DETAIL NOT TO SCALE)

FLOOD ZONE NOTES:

THE LOCATION OF THE LIMITS OF ZONES "A" AND "X" WERE SCALED FROM FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 120133 0590 E, MAP REVISED DECEMBER 18, 2012 AND IS APPROXIMATE.

THESE LINES ARE REQUIRED TO BE SHOWN BY LAKE COUNTY LAND DEVELOPMENT CODE NO. 14.07.04 (9a) AND ARE FOR INFORMATIONAL USE ONLY. THEY ARE NOT TO BE USED FOR ANY FEMA FLOOD DETERMINATIONS OR CERTIFICATIONS.

SEE SHEET 1 FOR NOTES AND LEGEND



DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2200 PARK AVENUE NORTH, WINTER PARK, FLORIDA 32789 (407) 644-4068

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
Plat Approval		
Requested Action		
Recommend approval for Crestview Subdivision.		
Staff Report		
The submitted plat has been reviewed and approved by the City Engineer and reviewing engineer. The plat is for 119 single family lots in the Crestview Subdivision.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Crestview Subdivision Plat Final Crestview Plat Combined.pdf		

CRESTVIEW

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 1 OF 5

PLAT BOOK _____ PAGE _____

CRESTVIEW

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That the undersigned corporation named below, being the owner in fee simple of all of the lands described in the foregoing caption to this plat, hereby dedicate said lands and plat for the uses and purposes therein expressed and dedicate NOTHING to the perpetual use of the public.

IN WITNESS WHEREOF, the undersigned, Avatar Properties Inc., a Florida corporation, has caused these presents to be executed and acknowledged by its _____ thereunto duly authorized on this ____ day of _____ 2019.

AVATAR PROPERTIES, INC.
a Florida corporation

Print Name: _____ By: Brian Brunhofer
(Witness) Division Development
Print Name: _____
(Witness) _____ (CORPORATE SEAL)

STATE OF Florida
COUNTY OF Orange

I HEREBY CERTIFY, that on this day, before me personally appeared Brian Brunhofer, as Division President of Avatar Properties, Inc., a Florida corporation, who is () personally known to me or () produced _____ as identification, and did/did not take an oath, the individual and officer described in and who executed the foregoing conveyance and acknowledged the execution thereof to be his free act and deed as such officer thereunto duly authorized, and the said conveyance is the act and deed of said company.

WITNESS my hand and official seal this ____ day of _____ 2019.

Signature of Notary Public _____

Printed Name of Notary Public _____

Notary Public in and for the county and state of _____

My Commission Expires: _____

Commission Number: _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, that I the undersigned, being a registered surveyor and mapper, fully licensed to practice in the State of Florida, does hereby certify that this plat was prepared under his supervision and that this plat complies with all the provisions of Chapter 177, Florida Statutes.

Date _____ David A. White
LS 4044 Surveyor's Name (printed)
Surveyor's Registration Number _____
LB 7808 Surveyor's Signature
Certificate of Authorization Number _____
PEC - Surveying and Mapping, LLC
2100 Alafaya Trail, Suite 203, Oviedo, Florida, 32765

SURVEYOR REVIEW STATEMENT

Pursuant to Section 177.081, Florida Statutes I have reviewed this plat for conformity to Chapter 177, Florida Statutes, and find that said plat complies with the technical requirements of that Chapter, provided, however, that my review does not include field verification of any of the coordinates, points or measurements shown on this plat.

LS. 5309
Signature _____ Date _____ Registration Number _____
James M. Straughan

CERTIFICATES OF APPROVAL OF MUNICIPALITY

THIS IS TO CERTIFY, that the plat was presented to the City Council of Clermont, Lake County, Florida and approved by said City Council of Clermont for recording, and the dedication of Street Rights-of-Way is accepted for municipal purposes of said City on the day of _____ 2019, provided that the plat is recorded in the Office of the Clerk of the Circuit Court of Lake County, Florida within 90 days from the date of approval by said Council of the City of Clermont, Florida.

Mayor _____

Attest: City Clerk _____

CERTIFICATE OF CLERK

I HEREBY CERTIFY, That I have examined the foregoing plat and find that it complies in form with all the requirements of Chapter 177, Florida Statutes and was filed for record on _____ at _____ File No. _____

Clerk of the Circuit Court
Lake County, Florida.

LEGAL DESCRIPTION:

THAT PART OF SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SAID SECTION 34; THENCE S89°33'18"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 34, FOR A DISTANCE OF 40.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF HANCOCK ROAD, ACCORDING TO THE PLAT OF MANLOW PARK, AS RECORDED IN PLAT BOOK 50, PAGES 86 AND 87, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE RUN N00°05'34"W ALONG SAID EAST RIGHT-OF-WAY LINE, 475.66 FEET TO THE CENTERLINE OF TRACT C OF SAID PLAT OF MANLOW PARK (VACATED IN OFFICIAL RECORDS BOOK 4749, PAGE 1392, OF SAID PUBLIC RECORDS); THENCE DEPARTING SAID EAST RIGHT-OF-WAY LINE RUN N 89°54'30"E ALONG THE CENTERLINE OF SAID TRACT C AND THE EASTERLY EXTENSION THEREOF, 300.00 FEET TO THE WEST LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4898, PAGE 1435, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EASTERLY EXTENSION OF THE CENTERLINE OF TRACT C, RUN N00°05'34"W ALONG SAID WEST LINE, 328.50 FEET TO THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4898 PAGE 1435; THENCE DEPARTING SAID WEST LINE RUN THE FOLLOWING COURSES AND DISTANCES ALONG SAID NORTHERLY LINE: S89°33'00"E, 419.99 FEET; N00°05'34"W 42.11 FEET; S89°33'18"E, 900.07 FEET TO THE SOUTHEAST CORNER OF THE NORTH 726.00 FEET OF THE EAST 900 FEET OF THE WEST 1660.00 FEET OF THE SOUTH 1575.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34; THENCE DEPARTING SAID NORTHERLY LINE RUN N00°05'34"W ALONG THE EAST LINE OF THE WEST 1660.00 FEET OF THE NORTH 1/2 OF SAID SECTION 34, FOR A DISTANCE OF 772.54 FEET TO A LINE LYING 10.00 FEET SOUTHWESTERLY AND PARALLEL WITH THE SOUTHWESTERLY LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 422, PAGE 555, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE DEPARTING SAID EAST LINE RUN S49°21'30"E ALONG SAID PARALLEL LINE, 2512.36 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/2 OF SAID SECTION 34; THENCE DEPARTING SAID PARALLEL LINE RUN N89°33'18"W ALONG SAID SOUTH LINE, 3523.88 FEET TO THE POINT OF BEGINNING.

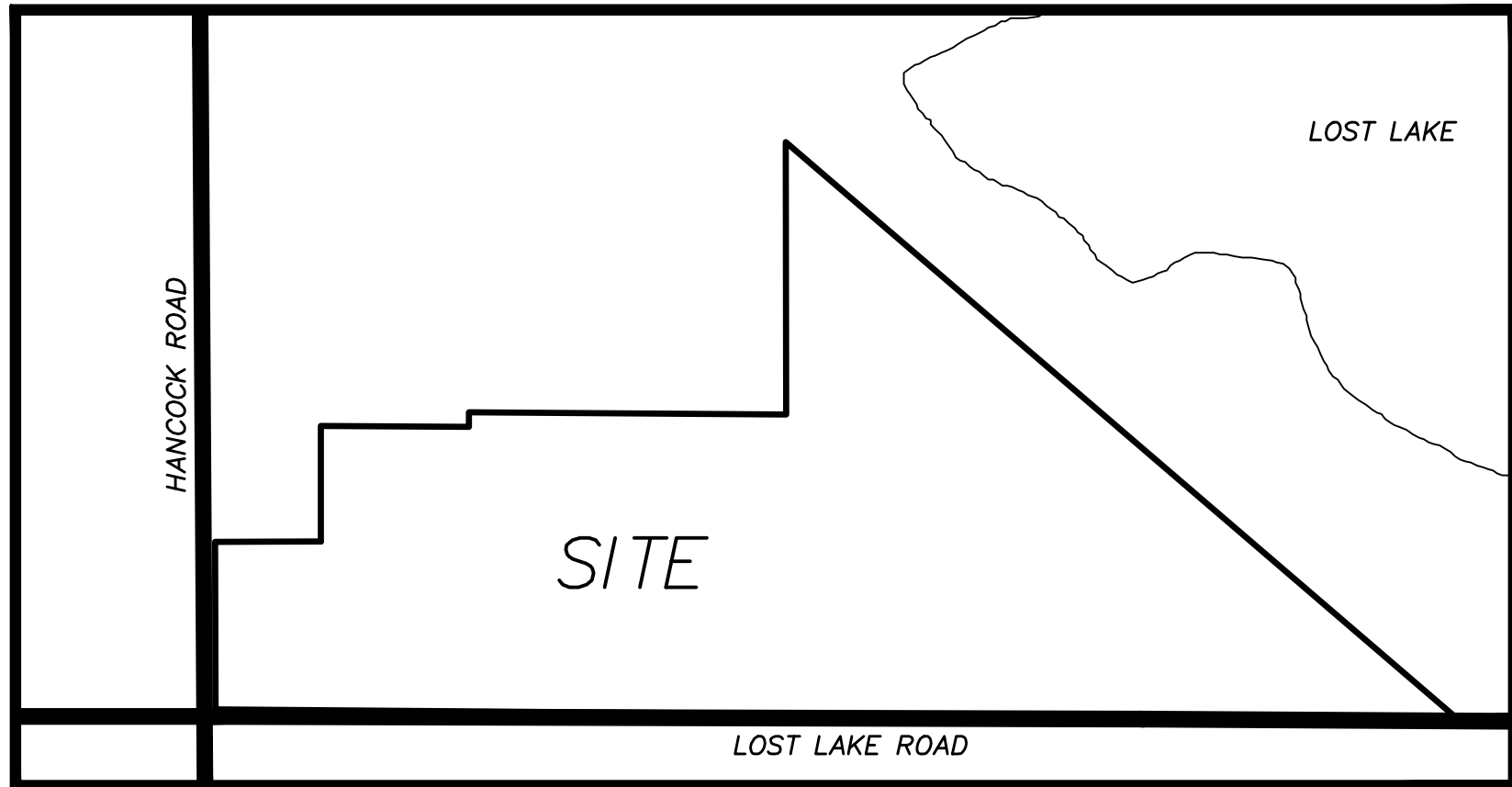
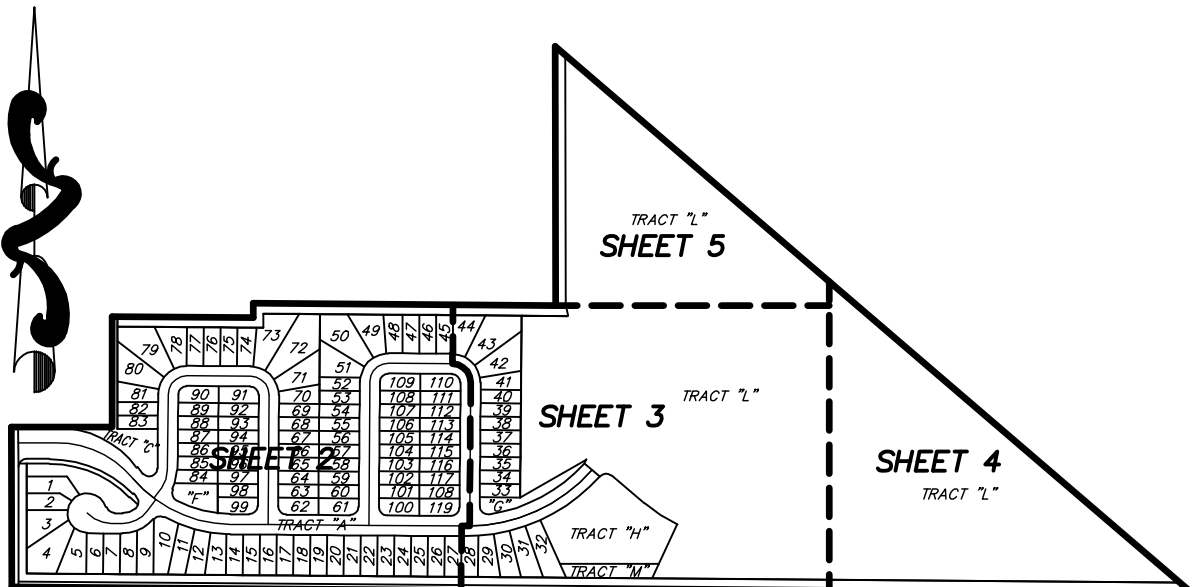
THE ABOVE DESCRIBED TRACT OF LAND LIES IN THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA AND CONTAINS 64.043 ACRES MORE OR LESS.

SURVEYOR'S NOTES:

- (1) BEARINGS SHOWN HEREON ARE ASSUMED RELATIVE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 34--22--26 DERIVED FROM RTK-GPS VALUES OBTAINED USING LENGEMANN OF FLORIDA'S L-NET NETWORK (NGS NAD 83 (NSRS2007)) BEING N89°33'18"W.
- (2) ■ DENOTES A PERMANENT REFERENCE MONUMENT (P.R.M.) A SET 4" X 4" CONCRETE MONUMENT (P.R.M.) STAMPED LS. # 4044, UNLESS OTHERWISE NOTED.
- (3) ● DENOTES A PERMANENT CONTROL POINT (P.C.P.) A SET NAIL AND DISK STAMPED LS. # 4044.
- (4) ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR DAMAGES. THIS SECTION SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION SHALL COMPLY WITH THE NATIONAL ELECTRICAL SAFETY CODE AS ADOPTED BY THE FLORIDA PUBLIC SERVICE COMMISSION.
- (5) TRACT "A" (PRIVATE ROADWAY), SHALL BE OWNED AND MAINTAINED BY THE CRESTVIEW COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- (6) TRACTS "B", "C", "D", AND "I" (LANDSCAPE BUFFER), SHALL BE OWNED AND MAINTAINED BY THE CRESTVIEW COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- (7) TRACTS "E", "F", AND "G" (OPEN SPACE), SHALL BE OWNED AND MAINTAINED BY THE CRESTVIEW COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- (8) TRACT "H" (PARK/AMENITY), SHALL BE OWNED AND MAINTAINED BY THE CRESTVIEW COMMUNITY HOMEOWNERS ASSOCIATION, INC.
- (9) TRACTS "J" AND "K" (ADDITIONAL RIGHT-OF-WAY), ARE TO BE DEDICATED TO LAKE COUNTY BY A SEPARATE INSTRUMENT.
- (10) TRACT "L" (FUTURE DEVELOPMENT), SHALL BE RETAINED BY THE DEVELOPER.
- (11) TRACTS "M" AND "N" (STORMWATER TRACT) SHALL BE OWNED AND MAINTAINED BY THE CRESTVIEW COMMUNITY HOMEOWNERS ASSOCIATION, INC., WITH A DRAINAGE EASEMENT DEDICATED TO THE CITY OF CLERMONT OVER THE ENTIRE TRACT.
- (12) ALL LOT LINES THAT INTERSECT CURVILINEAR RIGHT-OF-WAY LINES ARE NOT RADIAL, UNLESS OTHERWISE NOTED (RAD), RADIAL.

LEGEND

P.O.C.	- POINT OF COMMENCEMENT
P.O.B.	- POINT OF BEGINNING
P.B.	- PLAT BOOK
PG.(S)	- PAGE(S)
(RAD)	- RADIAL
PC.	- POINT OF CURVATURE
PT.	- POINT OF TANGENT
R/W	- RIGHT-OF-WAY
PRM	- PERMANENT REFERENCE MONUMENT
PSM	- PROFESSIONAL SURVEYOR AND MAPPER
●	- SET NAIL AND DISK STAMPED P.C.P. LS # 4044
D.E.	- DRAINAGE EASEMENT
(TYP.)	- TYPICAL
R/W	- RIGHT-OF-WAY
(P)	- PLAT
℄	- CENTERLINE
U.E.	- UTILITY EASEMENT
O.R.B.	- OFFICIAL RECORDS BOOK
PI.	- POINT OF INTERSECTION



NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

PEC

SURVEYING AND MAPPING, LLC

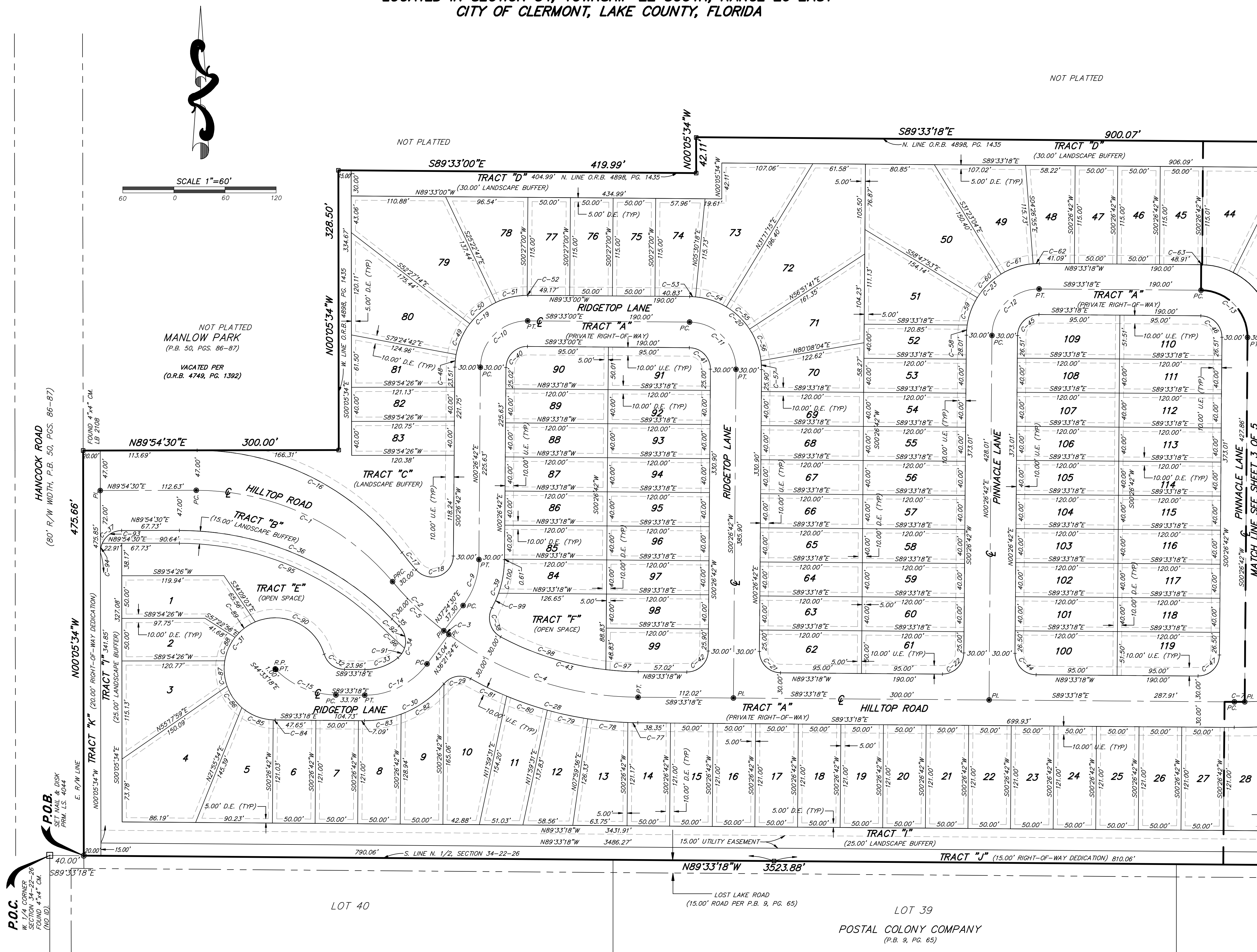
CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 407-542-4967

CRESTVIEW

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 2 OF 5

PLAT BOOK _____ PAGE _____

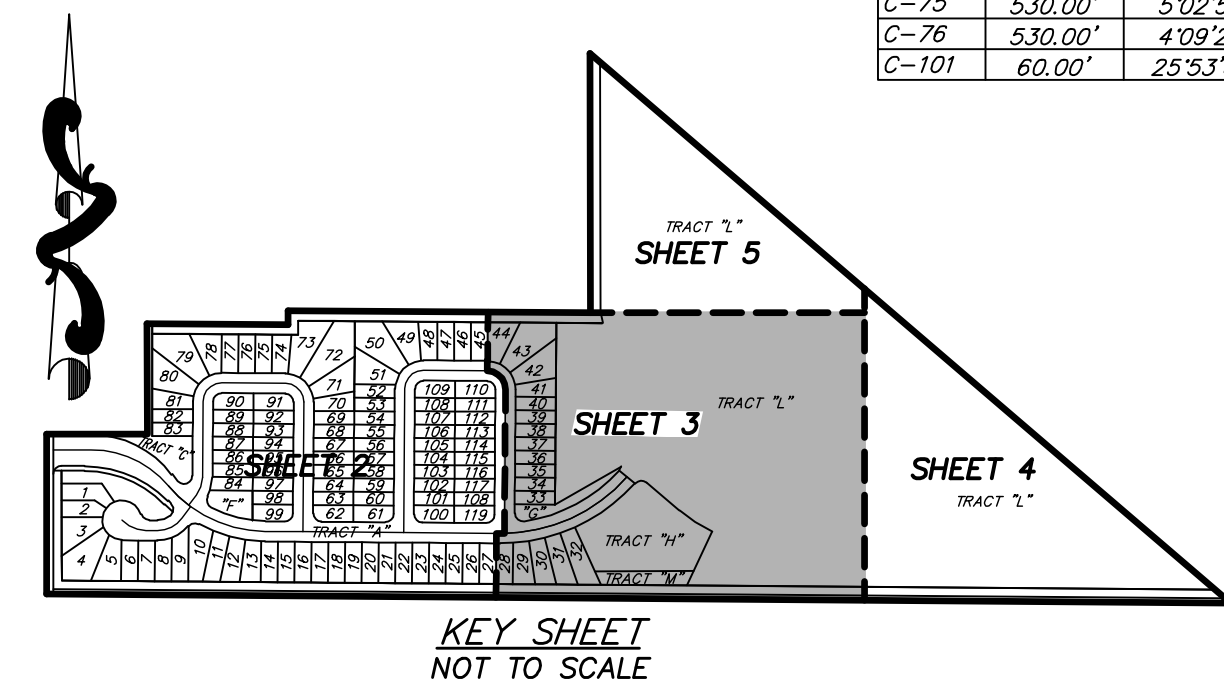
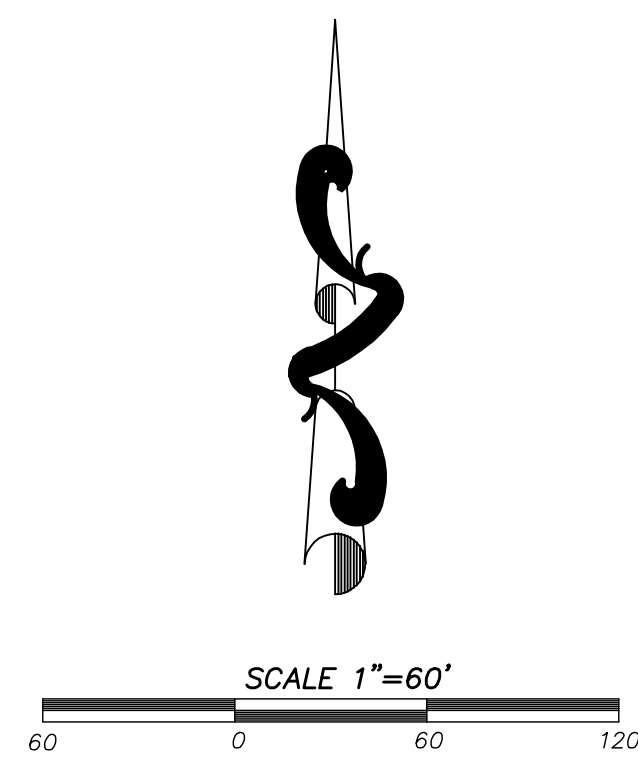


CRESTVIEW

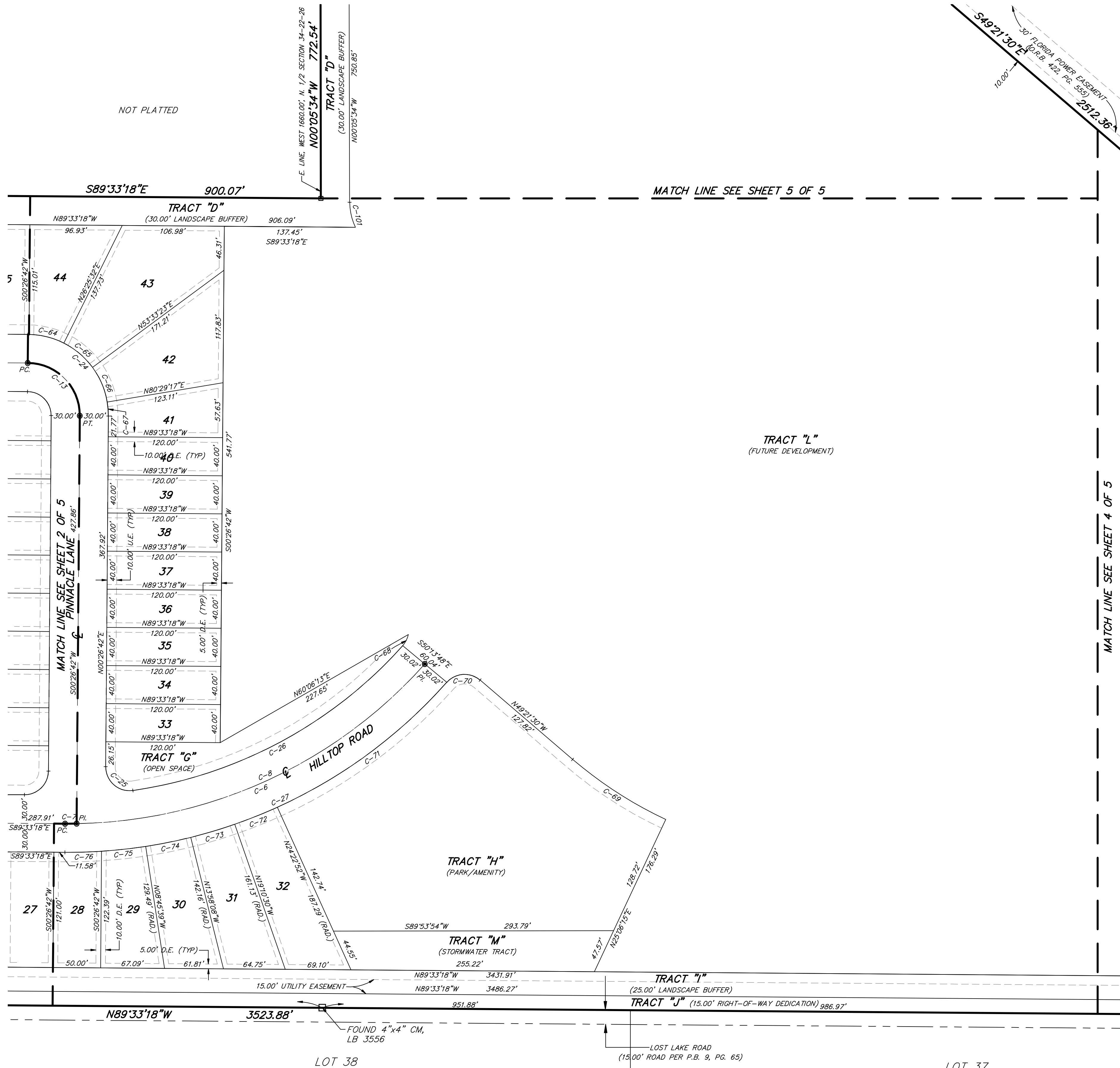
LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 3 OF 5

PLAT BOOK _____ PAGE _____



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CH. BEARING
C-6	500.00'	48°45'49"	425.54'	412.82'	N66°03'47"E
C-7	500.00'	1°23'09"	12.09'	12.09'	N89°45'07"E
C-8	500.00'	47°22'40"	413.45'	401.77'	N65°22'13"E
C-13	55.00'	90°00'00"	86.39'	77.78'	N44°33'18"W
C-24	85.00'	90°00'00"	133.92'	120.21'	N44°33'18"W
C-25	25.00'	98°40'18"	43.05'	37.93'	S48°53'27"E
C-26	470.00'	39°58'12"	322.88'	321.27'	N61°47'18"E
C-27	530.00'	48°52'19"	452.08'	438.50'	N66°00'33"E
C-64	85.00'	25°35'08"	37.96'	37.64'	N76°01'36"W
C-65	85.00'	26°52'44"	39.88'	39.51'	N49°47'40"W
C-66	85.00'	26°55'30"	39.94'	39.58'	N22°53'33"W
C-67	85.00'	9°52'30"	14.65'	14.63'	N04°29'33"W
C-68	25.00'	30°28'22"	13.30'	13.14'	N26°34'01"E
C-69	430.00'	15°32'15"	116.61'	116.25'	S57°07'37"E
C-70	25.00'	89°04'07"	38.86'	35.07'	S86°06'27"W
C-71	530.00'	24°02'44"	222.43'	220.80'	N53°35'45"E
C-72	530.00'	5°12'22"	48.16'	48.14'	N68°13'19"E
C-73	530.00'	5°12'22"	48.16'	48.14'	N73°25'41"E
C-74	530.00'	5°12'29"	48.18'	48.16'	N78°38'07"E
C-75	530.00'	5°02'55"	46.70'	46.69'	N81°45'49"E
C-76	530.00'	4°09'26"	38.45'	38.45'	N88°21'59"E
C-101	60.00'	25°53'00"	27.10'	26.88'	S13°02'04"E



PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808
2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 407-542-4967

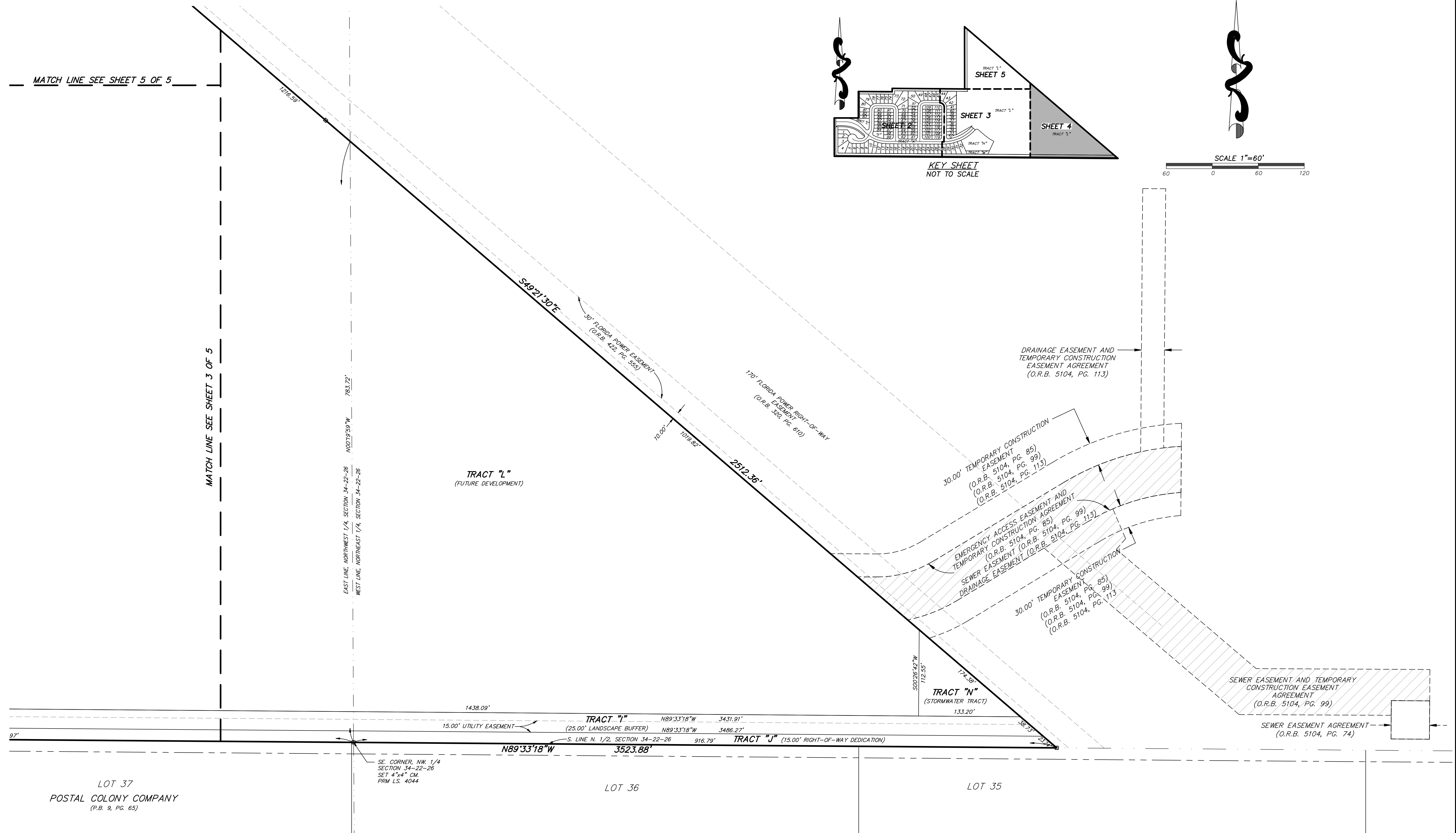
LOT 37
POSTAL COLONY COMPANY
(P.B. 9, PG. 65)

CRESTVIEW

LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA

SHEET 4 OF 5

PLAT BOOK _____ PAGE _____

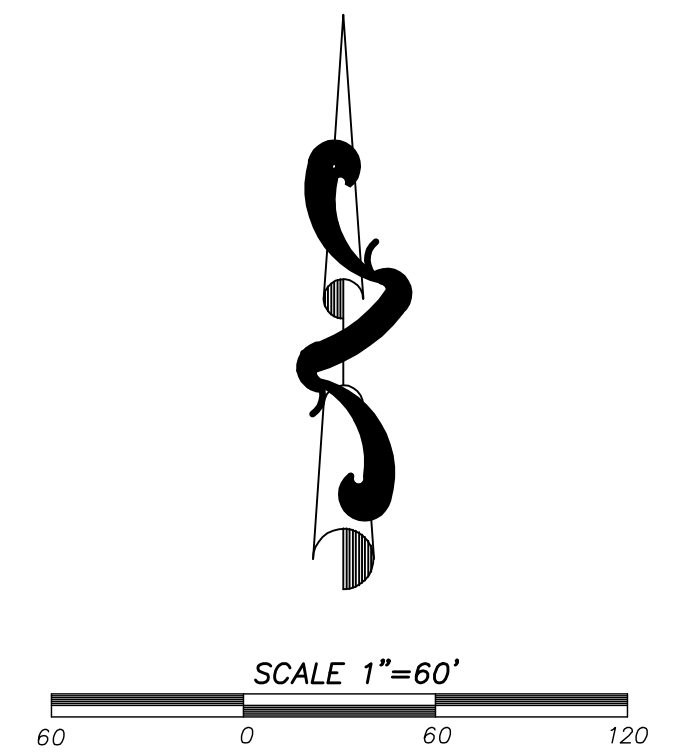


PEC

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LOCATED IN SECTION 34, TOWNSHIP 22 SOUTH, RANGE 26 EAST
CITY OF CLERMONT, LAKE COUNTY, FLORIDA





CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
Interlocal Agreement		
Requested Action		
Recommend approval of the interlocal agreement with Lake County for the transfer of right-of-way.		
Staff Report		
On October 23, 2018, the City Council granted a Conditional Use Permit, Resolution 2018-41R, to allow for a new commercial building greater than 3,000 square feet at a location south of SR 50 and west of Citrus Tower Boulevard. The applicant submitted for site plan approval and it was discovered that a portion of Hunt Street right-of-way needed to be vacated prior to developing the property. This portion of Hunt Street is under the County's jurisdiction. Since the project will be fully developed in the City, it was determined that the City should handle the final vacation request. Staff has worked with Lake County to have this right-of-way transferred to the City so the applicant can then proceed with a right-of-way vacation request. Staff has reviewed the proposed development plan and supports the transfer of right-of-way for final action of vacation. Staff recommends approving the inter-local agreement.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Interlocal Agreement	Clermont -Agr. to transfer Platted Hunt Street FINAL.pdf	
2. Hunt Street ROW Request Letter	Hunt Street ROW Request Letter.pdf	
3. Hunt Street 1 Concept Plan	5 - Hunt Street 1 Concept Plan with LS 18-9-5.pdf	
4. Final Resolution 2018-41R	Final Resolution 2018-41R.pdf	

**INTERLOCAL AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA
AND
THE CITY OF CLERMONT, FLORIDA
TO TRANSFER JURISDICTION OF
A PORTION OF HUNT STREET AS SHOWN ON THE
PLAT OF SUMMIT SUBDIVISION, RECORDED IN PLAT BOOK 8, PAGE 7
(RIGHT-OF-WAY LYING ADJACENT TO LOTS 20, 21 AND 22)**

THIS INTERLOCAL AGREEMENT by and between LAKE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY", and the CITY OF CLERMONT, a municipal corporation pursuant to the laws of the State of Florida, hereinafter referred to as "CITY", to transfer jurisdiction of a portion of public right of way.

WHEREAS, there exists a public right of way, lying west of Tracts 20, 21, and 22 and lying east of Tracts 33, 34, and 35 in Section 29, Township 22 South, Range 26 East, in the plat of Summit Subdivision, recorded in Plat Book 8, Page 7, Lake County Public Records, more particularly described in Exhibit "A" and shown on Exhibit "B", attached hereto and incorporated herein (hereinafter referred to as the "Right-of-Way"); and

WHEREAS, the adjoining properties to the east and west lie within the CITY limits; and

WHEREAS, the property owner who adjoins the Right-of-Way on the east has requested this platted Right-of-Way be transferred to CITY since the property is being developed in the CITY and CITY desires to accept the transfer; and

WHEREAS, COUNTY agrees to transfer jurisdiction of said Right-of-Way to the CITY in accordance with Section 335.0415, Florida Statutes; and

WHEREAS, COUNTY and CITY find this transfer and the entering of this Agreement is in the best interests of both parties and their citizens.

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

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. County obligations. COUNTY agrees to transfer to CITY, all jurisdiction, rights, interests and maintenance of the portion of platted Right-of-Way, as described in Exhibit “A”, attached hereto, dedicated by said Summit Subdivision in Plat Book 8, Page 7 (hereinafter “Right-of-Way”), effective on the date the last party hereto executes this Agreement (“effective date”).

Section 3. City obligations. Upon the effective date of this Agreement, CITY agrees to accept jurisdiction of said Right-of-Way as described in Exhibit “A”, attached hereto, including any ownership, interests and maintenance responsibilities.

Section 4. Modification. No modification or amendment to this Agreement shall be effective unless contained in a written document executed by the parties hereto, with the same formality and of equal dignity herewith.

Section 5. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no

deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

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

COUNTY

BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

ATTEST:

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

Leslie Campione, Chairman

This _____ day of _____, 2019

Approved as to Form and Legality

Melanie Marsh
County Attorney

Interlocal Agreement between Lake County and City of Clermont (relating to the transfer of jurisdiction for a portion of Summit Subdivision platted Right-of-Way (portion of Hunt St) lying adjacent to Tracts 20, 21, AND 22).

ATTEST:

CITY

CITY OF CLERMONT, FLORIDA

Tracy Ackroyd, City Clerk

Gail L. Ash, Mayor

This ____ day of _____, 2019

Approved as to form and legality

Daniel F. Mantzaris
City Attorney

EXHIBIT "A"
(Right-of-Way Description)

A PORTION OF HUNT STREET AS SHOWN ON THE PLAT OF SUMMIT SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 29, TOWNSHIP 22 SOUTH, RANGE 26 EAST, BOUNDED AS FOLLOWS:

Bounded on the West by the East line of lots 33, 34, and 35 according to said plat of Summit Subdivision; AND

Bounded on the North by the Easterly extension of the North line of lot 33 according to said plat of Summit Subdivision; AND

Bounded on the East by the West line of lots 20, 21, and 22 according to said plat of Summit Subdivision; AND

Bounded on the South by the Easterly extension of the South line of lot 35 according to said plat of Summit Subdivision.

Hunt Street ROW Transfer Request

EXHIBIT "B"

PAGE 1 of 3

8-7

SUMMIT SUBDIVISION

COMPRISING THE

N.E. 1/4 of the SE 1/4 of the N.E. 1/4

OF

- SEC 29-TWP 22S-R26E

LAKE COUNTY FLORIDA

Scale 1 in = 50 ft

November 1925.

SURVEYORS CERTIFICATE

State of Florida

County of Lake

We hereby certify that we have surveyed and subdivided the property described in the caption, and the plat as shown is a true and correct representation of the same, we have set permanent monuments as shown.

By

Signed and subscribed before me this 10th day of November A.D. 1925.

Notary Public

My commission expires

Witnesses

State of Florida

County of Lake

This Plat approved by the County Commissioners of Lake County, by resolution No. 1, day of

A.D. 1925.

State of West Virginia

County of Kanawha

I, the undersigned being an officer duly authorized by law to administer oaths and take acknowledgments do hereby certify that

to me well known to be the person described in and who executed the following instrument, and

acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed, that the said is known to be the wife of the said on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said instrument for the purpose of relinquishing and conveying all her right title and interest, whether of dower, homestead, or of separate property, statutory or equitable in and to the lands described therein, and that she executed the said instrument freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal this 23 day of November A.D. 1925.

Notary Public

My Commission expires

Witnesses

State of Florida

County of Lake

I, the undersigned being an officer duly authorized by law to administer oaths and take acknowledgments do hereby certify that

to me well known to be the person described in and who executed the following instrument, and

acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal this 18 day of November A.D. 1925.

Notary Public

My Commission expires

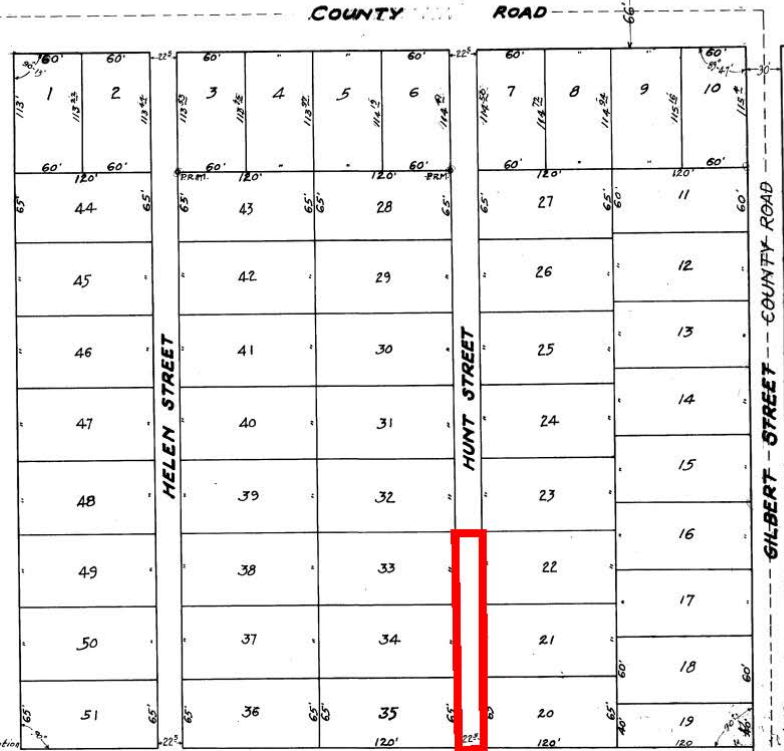
Witnesses

P. F. Maher and Anna B. Maher

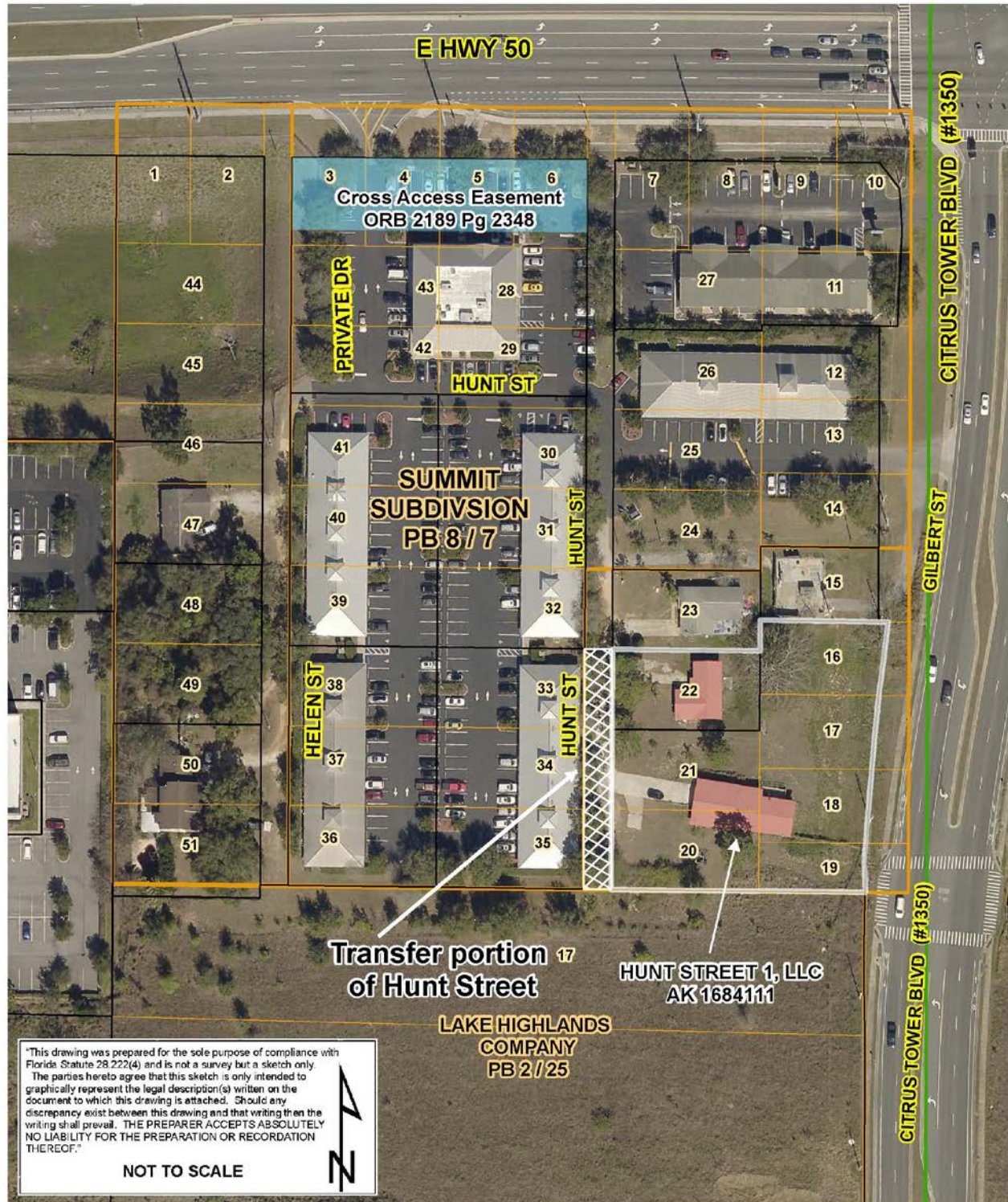
Witnesses

Witness our hands and seals this

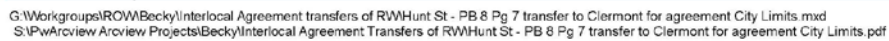
Signed, sealed and delivered in the presence of

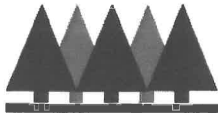


Request to transfer Hunt Street Right-of-Way located between lots 20, 21, 22 and 33, 34, and 35 of the Summit Subdivision, Plat Book 8/Page 7



G:\Workgroups\ROW\Becky\Interlocal Agreement transfers of RWHunt St - PB 8 Pg 7 transfer to Clermont for agreement aerial.mxd
 S:\PwA\review Arview Projects\Becky\Interlocal Agreement Transfers of RWHunt St - PB 8 Pg 7 transfer to Clermont for agreement aerial.pdf





Civil Engineering Solutions, Inc.

Civil & Environmental Engineering

March 19, 2019

Mr. Darren Gray,
City Manager
City of Clermont Florida
685 W. Montrose St.
Clermont, FL 34711

RE: Hunt Street Right of Way Vacation

Dear Mr. Gray,

I am writing on behalf of my client, Mona Monplaisir, Mgr, Hunt Street 1, LLC. The purpose of this letter is to request that the City of Clermont start the process of transferring Hunt Street right of way from Lake County into the City of Clermont's road system.

Once brought into the City system, it is my understanding that we can then request vacation of the right of way in conjunction with Mona's Hunt Street 1 development project.

As you may recall, the project received a conditional use approval by Resolution 2018-41R on October 23, 2018. The site is located on the west side of Citrus Tower Boulevard approximately 500-ft south of SR 50 and the affected portion of Hunt Street is adjacent to the rear of the Hunt Street project. Hunt Street appears to be an unmaintained/unimproved County road.

Please keep me informed as to the progress of this matter and feel free to contact me should you have any related questions.

Sincerely,

David Clutts, P.E.
President
dclutts@civilengsolutions.com

Attachment: Site Plan

Copy: Mona Monplaisir via email.

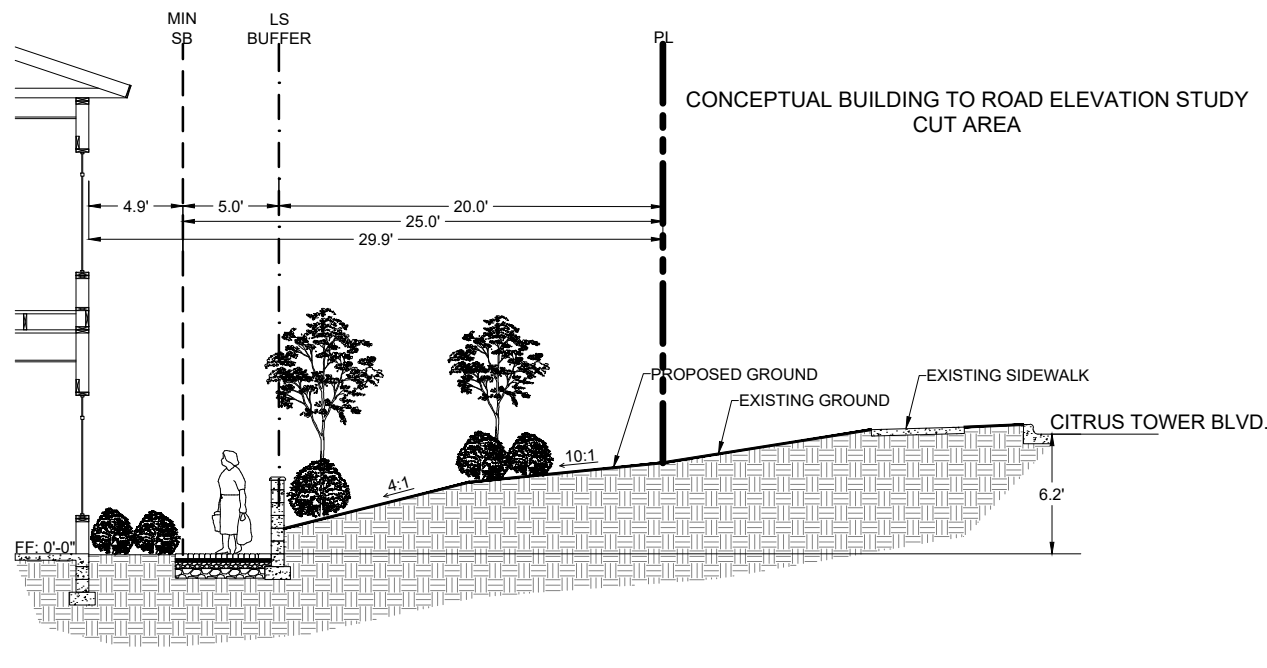
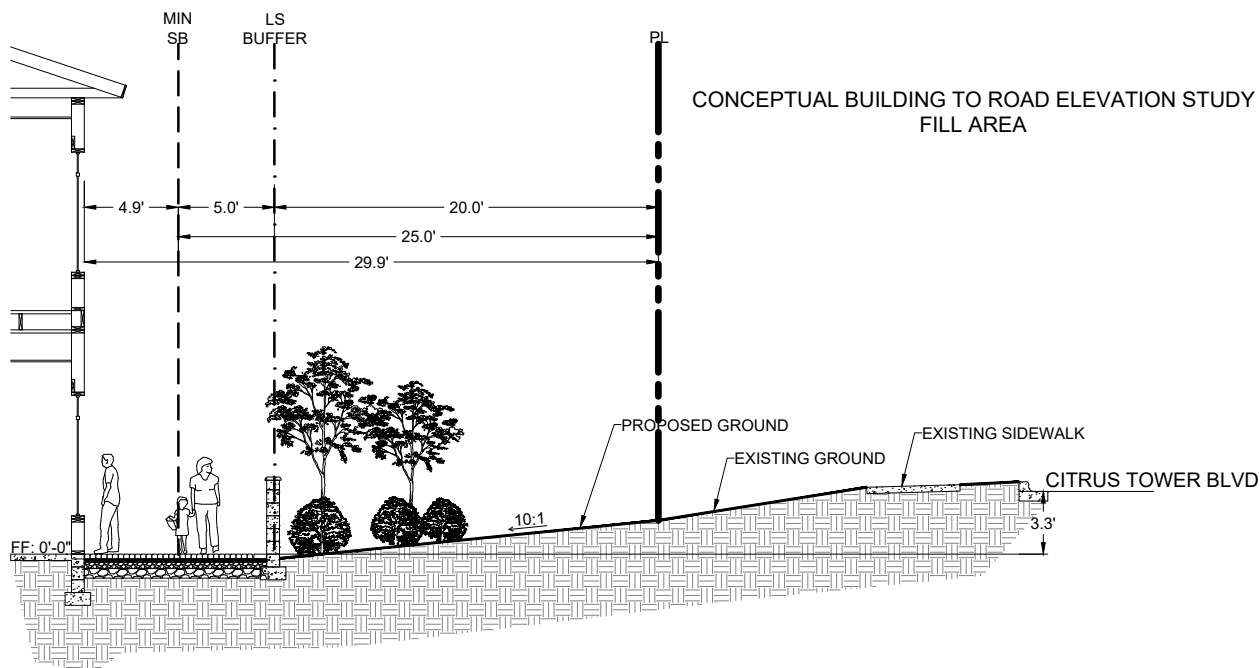
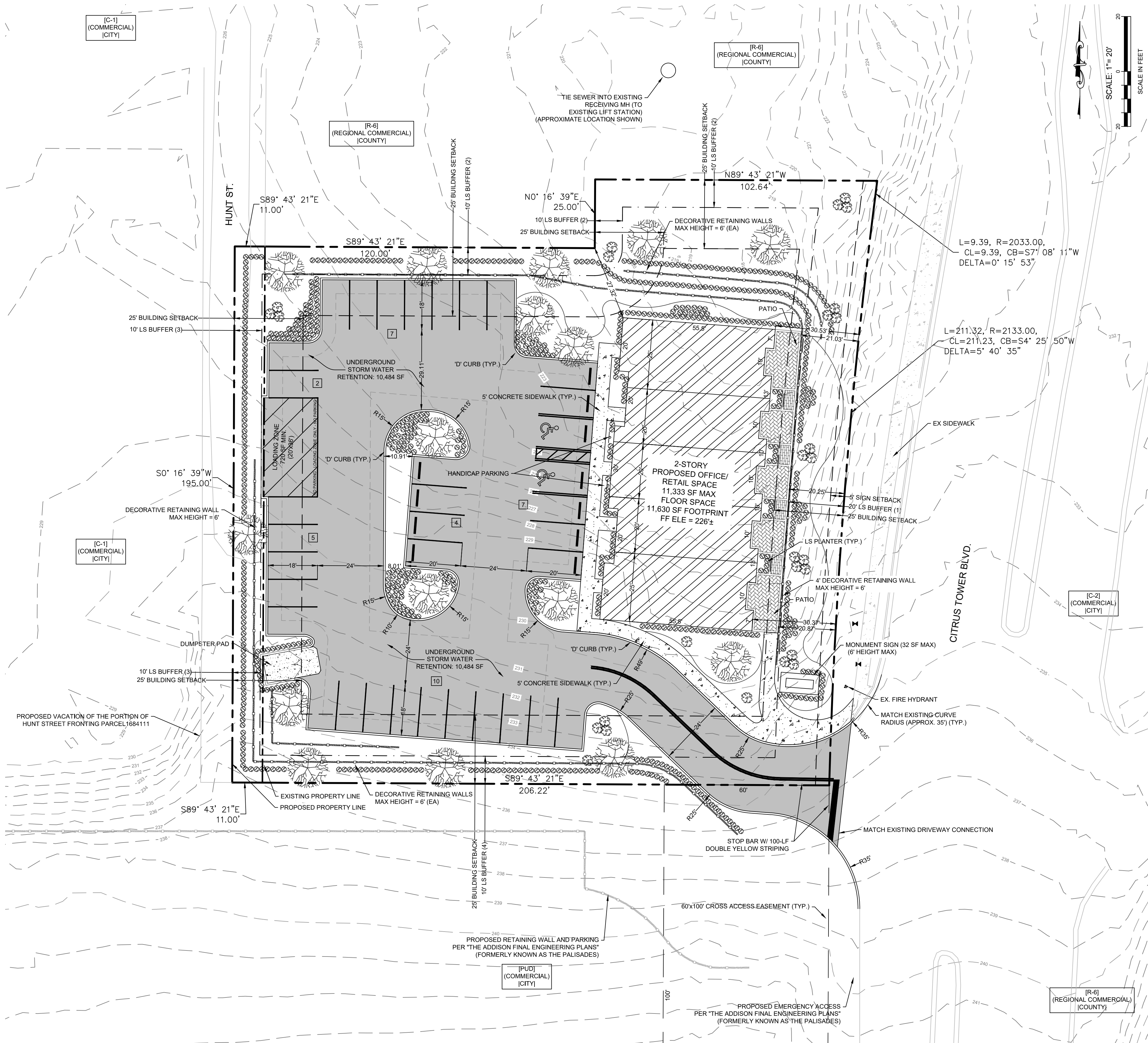
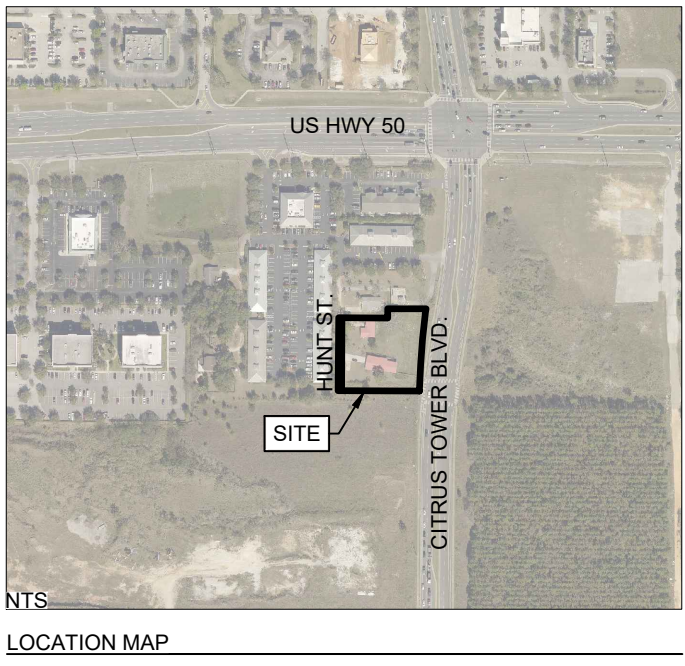


TABLE OF BUFFER REQUIREMENTS															
					RATIOS PER 100-LF			TOTAL							
BUFFER NO.	LENGTH (FT) (L)	TYPE	SIZE (FT)	SIZE (SF)	CANOPY TREES (CT)	UNDERSTORY TREES (UT)	SHRUBS (S)	CANOPY TREES (LxCT)			UNDERSTORY TREES (LxUT)			SHRUBS (LxS)	GROUND COVER AND SHRUB COVERAGE MIN. (SF)
1	202.71	FRONT	20	4054	0 OR 3 MIN. *	5 OR 8*	33	0	OR	6	16	OR	10	67	2027
2	247.64	SIDE	10	2476	2	1	33	5			2			82	0
3	161.00	REAR	10	1610	2	1	33	3			2			53	0
4	137.22	SIDE	10	1372	2	1	33	3			1			45	0
TOTAL								11	OR	17	22	OR	16	247	2027
* = PER LDR SEC 118-37(K), LANDSCAPE BUFFERS WITHIN 20' OF ELECTRIC POWER UTILITY LINES MAY SUBSTITUTE THE REQUIRED CANOPY TREES WITH UNDERSTORY STREES AS LISTED IN THE PREFERRED TREE LIST.															



LEGAL DESCRIPTION, AS REFERENCED IN OFFICIAL RECORD BOOK 4837, PAGES 1552 THRU 1553, PROPERTY APPRAISERS PARCEL IDENTIFICATION No, 29-22-26-030500001600:
LOTS 16, 17, 18, 20, 21, SUMMIT SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS:
BEGIN AT THE SOUTHEAST CORNER OF LOT 19, RUN N89°21'38"W, 33.77 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2133 FEET AND A CENTRAL ANGLE OF 05°40'14", A TANGENT BEARING OF N01°35'55"E, RUNNING NORTHEASTERLY ALONG THE ARC OF SAID CURVE THRU LOTS 19, 18, 17, 16, A DISTANCE OF 211.10 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2033 FEET AND A CENTRAL ANGLE OF 01°16'04", THENCE RUNNING NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 9.50 FEET TO THE NORTH LINE OF LOT 16, S89°21'31"E ALONG SAID NORTH LINE 17.35 FEET TO THE NORTHEAST CORNER OF LOT 16, S01°16'39"W, 220 FEET TO THE POINT OF BEGINNING OF THE ROAD RIGHT-OF-WAY.

AND
LEGAL DESCRIPTION, AS REFERENCED IN OFFICIAL RECORDS BOOK 4097, PAGES 628 THRU 633: PROPERTY APPRAISERS PARCEL IDENTIFICATION No, 29-22-26-030500002200:
LOT 22, SUMMIT SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 8, PAGE 7, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

SITE STATISTICS	
ALTERNATE KEYS	1684129 & 1684111
PROJECT AREA	45,189 SF (1.04 AC)
ZONING	C-1 (CITY)
FUTURE LAND USE	COMMERCIAL (CITY)
MAX ISR	0.8
PROPOSED ISR	0.60
PROPOSED IMPERVIOUS SURFACE	27,212 SF
LAND PLANNING	
SETBACKS*	
FRONT	25'
SIDE	25' (RES.) & 12' (STANDARD)
REAR	25'
LANDSCAPE BUFFERS	
FRONT	15'
SIDE	10'
REAR	10'

* = SETBACKS ARE DEPENDANT UPON SURROUNDING USES

PARKING CALCULATION	
RATE PER OFFICE AND RETAIL BUSINESS	3 SPACES / 1,000 SF OF FLOOR SPACE
CALCULATION	11,333 SF x 3 SPACES / 1,000 SF
PARKING REQUIRED	34 SPACES
COMPACT CAR RATIO	1:10
COMPACT SPACES ALLOWED	0 SPACES
PARKING BREAK-DOWN	33 STANDARD SPACES, 0 COMPACT SPACES, & 2 HC SPACES
TOTAL PARKING SHOWN	35 SPACES

REQUIRED LS AREA CALCULATION	
TOTAL PAVED PARKING AREA	18,779 SF
LS TO PAVEMENT RATIO	10%
LS REQUIRED*	1,878 SF
LS AREA SHOWN**	5,298 SF

* = LANDSCAPING REQUIRED IS BASED ON TOTAL PAVEMENT IN PARKING AREAS & DRIVE AISLES
** = THE LANDSCAPING COUNTED DOES NOT INCLUDE BUFFERS OF ANY TYPE

CIVIL ENGINEER'S LEGEND:	
---	BOUNDARY
---	SETBACKS
---	LANDSCAPE BUFFER
---	PROPOSED BLD
---	ASPHALT
---	CONCRETE
---	PAVERS

- NOTE:**
- LANDSCAPING SHOWN IS CONCEPTUAL.
 - TOPOGRAPHICAL LIDAR INFORMATION SOURCE IS NOAA DIGITALCOAST & IS SHOWN FOR INFORMATIONAL PURPOSES ONLY.
 - BOUNDARY SURVEY IS BY AMERICAN VETERAN SURVEY COMPANY, INC.

UTILITIES:
WATER: CITY OF CLERMONT
RECLAIMED WATER: CITY OF CLERMONT
SEWER: CITY OF CLERMONT
ELECTRIC: TBD
GAS: TBD

REVISIONS:

Civil Engineering Solutions, Inc.
Civil & Environmental Engineering
322 North Rockingham Ave., Taverna, FL 32778
Phone: 352.742.5011 Fax: 352.742.5044
State of Florida Certificate of Authorization #25895

HUNT STREET 1, LLC
CONCEPT PLAN
CLERMONT, FLORIDA

DRAWN BY: JH
CHECKED BY: DC

FILE NUMBER:
18118.01

ISSUE DATE:
07/18/18

SHEET SIZE
24 X 36

CONCEPT
PLAN

SHEET NUMBER
CP 2.00



CITY OF CLERMONT
RESOLUTION NO. 2018-41R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A STRUCTURE OCCUPYING MORE THAN 5,000 SQUARE FEET OF FLOOR SPACE IN THE C-1 LIGHT COMMERCIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held October 2, 2018 recommended approval of the Conditional Use Permit to allow a mixed use commercial building occupying more than 5,000 square feet of floor space in the C-1 Light Commercial zoning district, at the following location:

LOCATION:

13620 & 13630 Hunt Street, Clermont, FL
Alternate Key: 1684111 and 1684129

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

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

This application for a Conditional Use Permit to allow a mixed use commercial building occupying more than 5,000 square feet of floor space in the C-1 Light Commercial zoning district, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.



CITY OF CLERMONT
RESOLUTION NO. 2018-41R

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

SECTION 2. Land Use

1. The property shall be developed in substantial accordance with the Conceptual Site Plan prepared by Civil Engineering Solution, Inc. dated July 18, 2018 (Exhibit A). Any new development on the subject property must be submitted for site plan review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits. The conceptual site plans submitted with the Conditional Use Permit application are not the approved construction plans.
2. The Conditional Use Permit is to allow construction of an 11,333 square feet mixed use commercial office building in the C-1 Light Commercial zoning district.
3. The site may also be used for any permitted use in the C-1 Light Commercial zoning district as indicated in the Land Development Code, Section 122-203.
4. The site shall be developed according to the City of Clermont Land Development Codes and all building must comply with the City of Clermont Architectural Design Standards.



CITY OF CLERMONT
RESOLUTION NO. 2018-41R

5. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
6. All landscaping, drainage/water retention and site plan approval conditions must be maintained in perpetuity for the site.
7. A minimum five-foot-wide concrete sidewalk shall be constructed adjacent to any right-of-ways that meet Americans with Disabilities Act requirements and provide pedestrian access.
8. Any tenant change of use that requires additional parking shall require an amendment to this Conditional Use Permit.
9. The applicant shall coordinate with the City of Clermont and Lake County in the transfer and vacation of the Hunt Street Right of Way. This shall be completed prior to final site plan approval. Any necessary easements required to provide access shall be at the developer's expense.

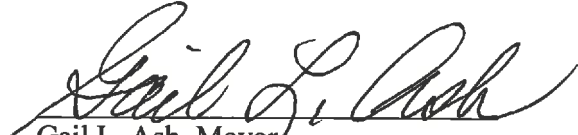
[illegible]



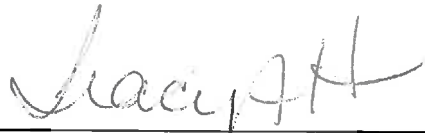
CITY OF CLERMONT
RESOLUTION NO. 2018-41R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of October, 2018.

CITY OF CLERMONT


Gail L. Ash, Mayor

ATTEST:


Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:


Daniel F. Mantzaris, City Attorney



AGENDA ITEM

Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
School Resource Officer Agreements		
Requested Action		
Consider SRO agreements.		
Staff Report		
Request is to approve school resource officer agreements with the School Board of Lake County and the Education Charter Foundation of Florida to provide four police officers at Lost Lake Elementary School, Cypress Ridge Elementary School, Clermont Elementary School and South Lake Imagine Charter School. The school resource officers will be assigned to the schools to enhance education and provide mentoring to students. The school resource officers will also provide safety and security for all students, faculty, visitors and staff. The requested staffing complies with the new legislation of the Marjory Stoneman Douglas High School Public Safety Act. The School Board of Lake County agreement provides for the school board to pay the City of Clermont \$209,842.00 annually for the services of each school resource officer at Lost Lake Elementary, Cypress Ridge Elementary and Clermont Elementary. The Education Charter Foundation of Florida agreement provides for the foundation to pay the city of Clermont \$92,898.00 annually for the school resource officer at South Lake Imagine Charter School.		
Additional Analysis		
Fiscal Impact Summary		
The School Board of Lake County and The Educational Charter Foundation of Florida will pay the City \$302,740.00 for the four school resource officers during the 2019/2020 school year in quarterly installments as designated in the agreement.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. City of Clermont SRO Agreement 19-20 School Year-Signed by Board	City of Clermont SRO Agreement 19-20 School Year-Signed by Board.pdf	
2. 2019- 2020 Imagine South Lake SRO Agreement MOU	19-20 ISL SRO Contract.Signed.pdf	

**AGREEMENT BETWEEN THE SCHOOL BOARD OF LAKE COUNTY, FLORIDA,
AND THE CITY OF CLERMONT, FLORIDA, FOR
SCHOOL RESOURCE OFFICER PROGRAM [2019/2020]**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as “LAW ENFORCEMENT AGENCY” and the **School Board of Lake County, Florida**, a political subdivision of the State of Florida, hereinafter referred to as “SCHOOL BOARD”.

WITNESSETH:

WHEREAS, the SCHOOL BOARD is seeking School Resource Officers (SROs) for three designated elementary schools to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a Clermont Police Officer at Clermont Elementary, Cypress Ridge Elementary, and Lost Lake Elementary for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide (3) sworn Clermont Police Officers who are certified pursuant to Section 943.10(1) *Florida Statutes* to the SCHOOL BOARD to act as SROs at the three designated elementary schools under the terms and conditions of this Agreement.

1. Term of Agreement. The Term of this Agreement shall be for the next school year, beginning the 12th day of August 2019 through the last day of school for students in May 2020.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO for three designated elementary schools. The SROs shall interact with students and provide security at the three designated elementary schools. In addition, the SROs shall have the duties and responsibilities listed in Exhibit “A” attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the SCHOOL BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes* regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide SCHOOL BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the SCHOOL BOARD, it's officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, *Florida Statutes*. Any claim against the LAW ENFORCEMENT AGENCY by the SCHOOL BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, the LAW ENFORCEMENT AGENCY shall not be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SROs will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SROs to the school principal of the three designated elementary schools. In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal shall contact the SRO's immediate supervisor and the Superintendent's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Superintendent's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal

shall recommend to the Superintendent that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Superintendent, or his/her designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Superintendent and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

5. Dismissal/Replacement/Absence.

The LAW ENFORCEMENT AGENCY may dismiss or reassign SROs with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO.

6. Leaves/Coverage

The Chief of Police or another designated scheduling officer will provide vacations, sick leaves, and other leaves of absence for the SRO. The SRO will communicate approved vacation, sick leaves, trainings or any other leave that impacts SRO presence in schools with the SCHOOL BOARD'S Safety and Security Specialist.

LAW ENFORCEMENT AGENCY shall provide coverage of an SRO during any time in which the SRO will be off campus of the school to include, but not be limited to vacations, sick leaves, other leaves of absence or due to other related assignments.

7. Hours of Assignment. The SROs will be stationed at three designated elementary schools for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

8. Additional Hours of Assignment. Additional hours of assignment during a two-week period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked require that overtime be paid to the SROs, the SCHOOL BOARD will reimburse the LAW ENFORCEMENT AGENCY for overtime paid at the SRO's existing pay rate.

9. Off Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

10. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the three designated elementary schools to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

11. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

12. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

13. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

14. Compensation. The SCHOOL BOARD will pay the CITY OF CLERMONT the sum of Two Hundred Nine Thousand Eight Hundred Forty-Two (\$209,842.00) Dollars for services of the three (3) SROs for the term of this Agreement, provided pursuant to this Agreement. Such compensation shall be invoiced to the SCHOOL BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February and May) commencing on the 1st day of September, 2019. Invoices shall be paid by the SCHOOL BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the SCHOOL BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

15. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

SCHOOL BOARD:

Superintendent of Schools
School Board of Lake County
201 West Burleigh Boulevard
Tavares, FL 32778

LAW ENFORCEMENT
AGENCY:

Chief of Police
Clermont Police Department
3600 US-27
Clermont, FL 34711

Upon termination pursuant to this subsection, payment will be made by the SCHOOL BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

16. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all

prior Agreements, representations and understandings either oral, written or otherwise relating thereto.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the School Board of Lake County, Florida and the City of Clermont on this 24th day of June 2019.

Attest: [Signature]
By: [Signature] Diane Kornegay, Superintendent
Date: 6/26/19

Approved: [Signature]

Attest: _____
_____, City Clerk

Approved: _____
_____, City Attorney

THE SCHOOL BOARD OF LAKE COUNTY,
FLORIDA

By: Kristi Burns Ph.D.
Sandy Gamble, Chairperson Dr. Kristi Burns
Date: 6/24/19 Vice Chair

CITY OF CLERMONT, FLORIDA

By: _____, Mayor

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however, activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or need to leave campus, those times will be coordinated with the principal or his/her designee and each SRO's supervisor.
7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his/her designee shall advise the Officers' supervisor of the school's calendar.
8. The SROs may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.
9. All student record information will be maintained in accordance with the provisions of Florida Statutes.
10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.
11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role

in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.
13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.
14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate law enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the Safe Schools Department of the SCHOOL BOARD.
21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with school administration when determining whether an arrest should be made, or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.
23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.
24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

**AGREEMENT BETWEEN THE EDUCATION CHARTER FOUNDATION OF FLORIDA,
AND THE CITY OF CLERMONT, FLORIDA,
FOR SCHOOL RESOURCE OFFICER PROGRAM**

This **AGREEMENT** is entered into by and between the **City of Clermont, Florida**, a Florida municipal corporation, hereinafter referred to as "LAW ENFORCEMENT AGENCY" and the **Education Charter Foundation of Florida**, a political subdivision of the State of Florida, hereinafter referred to as "CHARTER BOARD".

WITNESSETH:

WHEREAS, the CHARTER BOARD is seeking School Resource Officer (SRO) for the designated kindergarten through eighth grade charter school to interact with students during the regular class schedule and at extra-curricular school activities so as to provide additional security to students, school personnel, the school community and school property; and

WHEREAS, the LAW ENFORCEMENT AGENCY is willing to place a City of Clermont Police Officer at a designated kindergarten through eighth grade charter school for the purpose of carrying out this school program.

NOW, THEREFORE, in and for consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree that the LAW ENFORCEMENT AGENCY will provide one (1) sworn Clermont Police Officer who is certified pursuant to Section 943.10(1) *Florida Statutes* to the CHARTER BOARD to act as an SRO at the designated kindergarten through eighth grade charter school under the terms and conditions of this Agreement.

1. Term of Agreement. The term of this Agreement shall be for one school year, starting with the 2019-2020 school year beginning the 12th day of August, 2019 through the

29th day of May, 2020.

2. Scope. The LAW ENFORCEMENT AGENCY shall assign an SRO to the designated kindergarten through eighth grade charter school. The SRO shall interact with students and provide security at the designated kindergarten through eighth grade charter school. In addition, the SRO shall have the duties and responsibilities listed in Exhibit "A" attached hereto.

3. Background Investigations. The LAW ENFORCEMENT AGENCY represents and warrants to the CHARTER BOARD that the LAW ENFORCEMENT AGENCY has read and is familiar with Sections 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes regarding background investigations. The LAW ENFORCEMENT AGENCY covenants to comply with all requirements of the above-cited statutes and shall provide CHARTER BOARD with proof of compliance upon request. The LAW ENFORCEMENT AGENCY agrees, to the extent permitted by law and only to the extent permitted by 768.28, *Florida Statutes*, to indemnify and hold harmless the CHARTER BOARD, its officers, agents and employees from any liability in the form of physical injury, death, or property damage resulting from the LAW ENFORCEMENT AGENCY's failure to comply with the requirements of this paragraph or Florida Statute Sections, 1012.32, 1012.465, 1012.467 and 1012.468, Florida Statutes. The LAW ENFORCEMENT AGENCY liability to the CHARTER BOARD under the preceding sentence shall not include punitive damages or any interest for the period before judgment. Additionally, nothing herein shall be construed or act as a waiver of any sovereign immunity that LAW ENFORCEMENT AGENCY may enjoy as a matter of law and under no circumstances, shall LAW ENFORCEMENT AGENCY be liable pursuant to this indemnity to pay a claim or judgment by any one person which exceeds the sum of \$200,000 or any claim or judgment, or

portions thereof, which, when totaled with all other claims or judgments paid by the LAW ENFORCEMENT AGENCY arising out of the incident or occurrence, exceeds the sum of \$300,000. Further, nothing in this paragraph shall be construed as an admission of liability on behalf of the LAW ENFORCEMENT AGENCY.

4. Assignment of Officers. The LAW ENFORCEMENT AGENCY shall determine which SRO will be assigned under this Agreement and will also determine the particular school to which the SRO will be assigned to. The LAW ENFORCEMENT AGENCY shall provide a notice of the assigned SRO to the school principal of the designated kindergarten through eighth grade charter school.

5. Dismissal and Replacement of the SRO.

A. By the LAW ENFORCEMENT AGENCY: The LAW ENFORCEMENT AGENCY may dismiss or reassign SRO with or without cause. In the event of the resignation, dismissal, or reassignment of an SRO, or in the case of long-term absences by an SRO, the LAW ENFORCEMENT AGENCY shall provide a temporary replacement for the SRO. Such replacement shall be assigned within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment of the current SRO. The LAW ENFORCEMENT AGENCY agrees to assign a permanent replacement as soon as practical.

B. By Charter Board: In the event that the principal of the school where the SRO is assigned believes that the particular SRO is not effectively performing his/her duties and responsibilities, the principal shall notify the SRO in writing. If the situation is not corrected within three (3) working days, the principal

shall contact the SRO's immediate supervisor and the Charter Board's designee in writing and provide a copy of said notice to each of them. If the situation is not resolved to the mutual satisfaction of both the SRO's immediate supervisor and the Charter Board's designee within ten (10) days, or if, during the same contract period, the principal determines for a second time that the SRO is not effectively performing his/her duties and responsibilities, then the Principal shall recommend to the Charter Board's designee that the SRO be removed from the program at his/her school, and shall state the reasons as well as the efforts to resolve the problems in writing. The Charter Board's designee, shall review the request and, if approved, shall provide written notification to the LAW ENFORCEMENT AGENCY who shall transfer the SRO or take other appropriate action within ten (10) business days. In the event the principal considers the SRO's conduct to present a threat to the safety or well-being of the students or staff, the principal will immediately notify the Charter Board's designee and the LAW ENFORCEMENT AGENCY. Upon receipt of such notification, the LAW ENFORCEMENT AGENCY shall take appropriate action.

6. Hours of Assignment. The SROs will be stationed at the designated kindergarten through eighth grade charter school for eighty (80) hours per two-week period, Monday through Friday, as assigned and scheduled by the respective school principal and as approved by the LAW ENFORCEMENT AGENCY.

7. Additional Hours of Assignment. Additional hours of assignment during a two-week pay period may be made with prior approval of the LAW ENFORCEMENT AGENCY, if requested by the respective school principal. If the additional hours worked

require that overtime be paid to the SROs, the LAW ENFORCEMENT AGENCY will cover the incurred overtime expense. If the school requests officers in addition to the SRO, the additional requested Officers will be paid at the approved Off Duty Detail Rate, this expense will be covered by the CHARTER BOARD.

8. Off-Campus Assignments. Upon the request of the respective school principal and with the prior approval of the LAW ENFORCEMENT AGENCY, an SRO's duties may occasionally include his/her assignment at school functions and activities that are held off campus.

9. Reassignment in Emergency Situations. Nothing in this Agreement shall prevent or interfere with the ability of the LAW ENFORCEMENT AGENCY to temporarily withdraw an assigned SRO from his/her post at the designated kindergarten through eighth grade charter school to respond to emergency situations as determined in the sole judgment and discretion of the LAW ENFORCEMENT AGENCY.

10. Supervising Authority. During the term of this Agreement, the SROs assigned shall remain City employees under the authority of the chain of command of the LAW ENFORCEMENT AGENCY and subject to all other rules and regulations of the LAW ENFORCEMENT AGENCY and the City. The SROs will report to their respective school principal for assignment of duties and work schedules, including the extracurricular activities during the regular school day for up to eighty (80) hours for each officer per two-week period. Each SRO shall remain, at all times, an employee of the LAW ENFORCEMENT AGENCY. Workers Compensation coverage, as required by law, will be provided for the officer by the LAW ENFORCEMENT AGENCY.

11. Salary and Benefits. The LAW ENFORCEMENT AGENCY will provide the salary and benefits to each SRO assigned, including uniforms and equipment and any applicable overtime pay as agreed to above.

12. Vehicle. The LAW ENFORCEMENT AGENCY will provide vehicles for SROs if or when determined necessary by the LAW ENFORCEMENT AGENCY.

13. Compensation. The CHARTER BOARD will pay the CITY OF CLERMONT the total sum of Ninety Two Thousand, Eight Hundred and Ninety Eight Dollars (\$92,898.00) for services of the one (1) SRO provided pursuant to this Agreement. Such compensation shall be invoiced to the CHARTER BOARD by the CITY OF CLERMONT in equal quarterly installments (September, November, February, and May of each year) commencing on the 1st day of September, 2019. Invoices shall be paid by the CHARTER BOARD within fifteen (15) days of receipt. In the event that The Board of County Commissioners of Lake County, Florida, agrees to pay for any or all of the police officers assigned to the schools pursuant to this Agreement, then the CITY OF CLERMONT agrees that the CHARTER BOARD may assign its obligation to pay under this section to The Board of County Commissioners of Lake County, Florida.

14. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. Notice shall be deemed given as of the date of deposit of such written NOTICE in the course of transmission in the United States Postal Service and addressed as follows:

CHARTER BOARD: Kathleen Dial

Principal
2750 Hartwood Marsh Road
Clermont, FL 34711

LAW
ENFORCEMENT
AGENCY: Chief of Police
Clermont Police Department
3600 S. Highway 27
Clermont, FL 34711

Upon termination pursuant to this subsection payment will be made by the CHARTER BOARD or reimbursement made by the LAW ENFORCEMENT AGENCY based on a pro rata charge for services for that portion of the school year covered by this Agreement prior to termination.

15. Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all prior Agreements, representations and understandings either oral, written or otherwise relating thereto. An execution after the start date shall be effective *nunc pro tunc* to this day of _____, 2019.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the Charter Board of Lake County, Florida and the City of Clermont on this 18th day of June, 2019.

THE EDUCATION CHARTER
FOUNDATION OF FLORIDA

Attest: Kathleen Dial

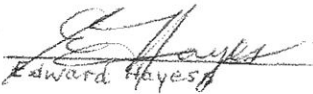
By: Kathleen Dial,
Principal

Approved: _____

By: Kevin Trout
Kevin Trout, Chairman

Date: 6.20.19

Charter Board Attorney

Approved: 
Edward Hayes

CITY OF CLERMONT, FLORIDA

Attest: _____
Tracy Ackroyd Howe, City Clerk

By: _____
Gail Ash, Mayor

Approved: _____
Daniel Mantzaris, City Attorney

EXHIBIT "A"

In addition to the routine duties and responsibilities of the SROs, the SROs shall have the following specific duties and responsibilities:

1. Each SRO shall at all times perform his/her duties in accordance with Clermont Police Department's standard operating procedures.
2. The SROs shall serve as resource instructors providing programs in crime prevention that encourage students to become responsible citizens.
3. The SROs shall also assist in the orderly flow of traffic on school grounds.
4. Each SRO shall maintain all law enforcement powers, duties, and responsibilities inclusive of his/her position as Clermont Police Officers while assigned to the SRO program.
5. Each SRO shall be responsible to his/her agency in all matters relating to employment, however activities conducted by the SROs which are part of the regular school instruction program shall be under the direction of the principal or his/her designee.
6. Each SRO shall be at his/her school during normal school hours of operation. During times that the SROs are unable to be on campus or needs to leave campus, those times will be

coordinated with the principal or his/her designee and each SRO's supervisor.

7. The SROs shall perform such duties as directed by his/her agency when school is not in session. The principal or his designee shall advise the Officers' supervisor of the school's calendar.

8. The SROs, in coordination with school leaders, may contact students during school hours in conjunction with a criminal investigation so long as such contact does not interfere with or impede the orderly operation of the school or the rights of the individual students.

9. All student record information will be maintained in accordance with the provisions of Florida Statutes.

10. The SROs shall interface with students between class breaks, during lunch periods, before and after school and at school activities at which the SROs are in attendance. The SROs will not be assigned to a permanent school related duty post so as not to establish predictable patterns.

11. In the interest of maintaining a safe and orderly school environment, student and campus supervision is of critical importance. The SROs shall take a prominent role in supervision responsibilities, which shall be coordinated with and agreed to by the SROs and the designated school principal. While school is in session, the SROs shall be present on and around the school campus except as permitted in paragraph 5 of this Exhibit A.

12. The SROs will serve as a referral resource for students, faculty and parents to community agencies.

13. The SROs will serve as a Law Enforcement resource to school administration and the district manager of security services.

14. The SROs shall be familiar and offer support with the plans and strategies for the prevention and control of dangerous situations at the school.
15. The SROs will coordinate activities with the school administration and the school guidance department in an effort to identify those students who exhibit indications of early delinquent behavior.
16. The SROs shall attend meetings of school faculty and requested administrative meetings during school hours on a regular basis.
17. The SROs shall not act as a school disciplinarian, as disciplining students is a school responsibility. However, the principal shall contact the SROs for any violations of the law, and the SROs shall determine whether law enforcement action is appropriate.
18. The SROs shall take law enforcement action as necessary and as permitted under Florida law and shall inform the school principal of such action unless it would impede a criminal investigation, under such circumstances as practical. The SROs shall take appropriate Law Enforcement action against intruders and unwanted guests who may appear at the school and related school functions, to the extent that the SROs may do so under the authority of law. Whenever practical, the SROs shall advise the principal before requesting additional law enforcement assistance on campus.
19. The SROs shall be informed by school personnel of any situation occurring on school grounds that would appear to be a violation of the law of criminal nature.
20. The SROs shall maintain detailed accurate records of his/her activities, and provide a written monthly report to the LAW ENFORCEMENT AGENCY who shall provide such information to the principal.

21. The SROs and school administration shall work together to keep each other informed during the course of all criminal investigations as permitted by law and as practical. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations and/or powers.

22. The SROs shall work with the school administration when determining whether an arrest should be made or if there is an alternative solution to the incident which would still be in compliance with Florida law. The final decision on whether arrest is appropriate will lie with the attending SRO or other law enforcement officer on scene at the incident. This provision shall not be interpreted so as to interfere with or impede the SROs' law enforcement duties, obligations or powers.

23. The SROs shall affect a physical arrest for felonies committed on school grounds, particularly those that are "Zero Tolerance", as permitted by law.

24. The SROs shall give assistance to other law enforcement officers and government agencies in matters regarding his/her school assignment, whenever necessary.

25. The SRO shall notify the Department of Children and Family Services whenever the SRO becomes aware of, or has reason to suspect, that a student has been a victim of sexual abuse or other physical abuse, or has been placed in a situation that is unsafe.



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
Variance Request <i>Clermont Brewing Co.</i>		
Requested Action		
Recommend approval of variance request.		
Staff Report		
The applicant, is requesting a variance to allow for a retaining wall to exceed six (6) feet in height instead of requirements by the Land Development Code, Section 122-343. The subject property is located at 750 W. Desoto St. and is located in the Central Business District. and construction is complete for a new brewery and restaurant. The applicant is requesting a one (1) foot variance to allow a seven (7) foot high retaining wall. During construction the contractor identified concerns with the topography of the lot and modified a retaining wall along the back portion of the lot. During this time the contractor intended this wall to be a maximum of 6 feet in height. After the retention swale adjacent to the wall was constructed and final site grading was complete, it was discovered the wall extended just over 6 feet by 10 inches. The applicant is now requesting a one (1) foot variance to allow the wall to remain as built. The brewery and restaurant is currently open for business and will provide the intent and purpose of the Downtown Master Development Plan to attract more local businesses and restaurants to the Downtown area, the new business provides economic growth and will benefit and enhance the City's Downtown Vision. The Central Business District zoning intent is to allow more flexibility for development and redevelopment of properties located in the area; which may have existing property constraints and challenges. The wall is not out of character with other properties in this zoning district. Therefore, staff supports the variance request. 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.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
1. Updated New 86-174 Review Criteria-Barn Brewery	Updated New 86-174 Review Criteria-Barn Brewery.pdf
2. LOCATION MAP	LOCATION MAP.pdf
3. Site Plan	Site Plan.pdf
4. Application	Application.pdf
5. Variance Barn Brewery legal ad-2019(2)	Variance Barn Brewery legal ad-2019(2).pdf

Barn Brewery –Wall Height 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:

Staff comments: The requested variance will not interfere with the reasonable enjoyment of the adjacent property owners. The applicant is requesting a variance to allow for a wall greater than six feet. Because of existing property constraints, the applicant is requesting to construct a 7 feet high retaining wall. The requested variance is for 1 foot and will not be out of character to other walls in the Central Business District.

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:

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.

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:

Staff comments: In the context presented, the requested variance to the land development code will not further any legitimate city objective, and the benefits of providing more local businesses to the Clermont Downtown and provide an economic development increase to the City of Clermont.

Positive finding

- (4) The granting of the variance is consistent with the city’s comprehensive plan;
Applicant response:

Staff comments: The requested variance will not further any city objective. d costs due to the variance requests and the benefits of providing more local businesses to the Clermont Downtown and provide an economic development increase to the City of Clermont.

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;

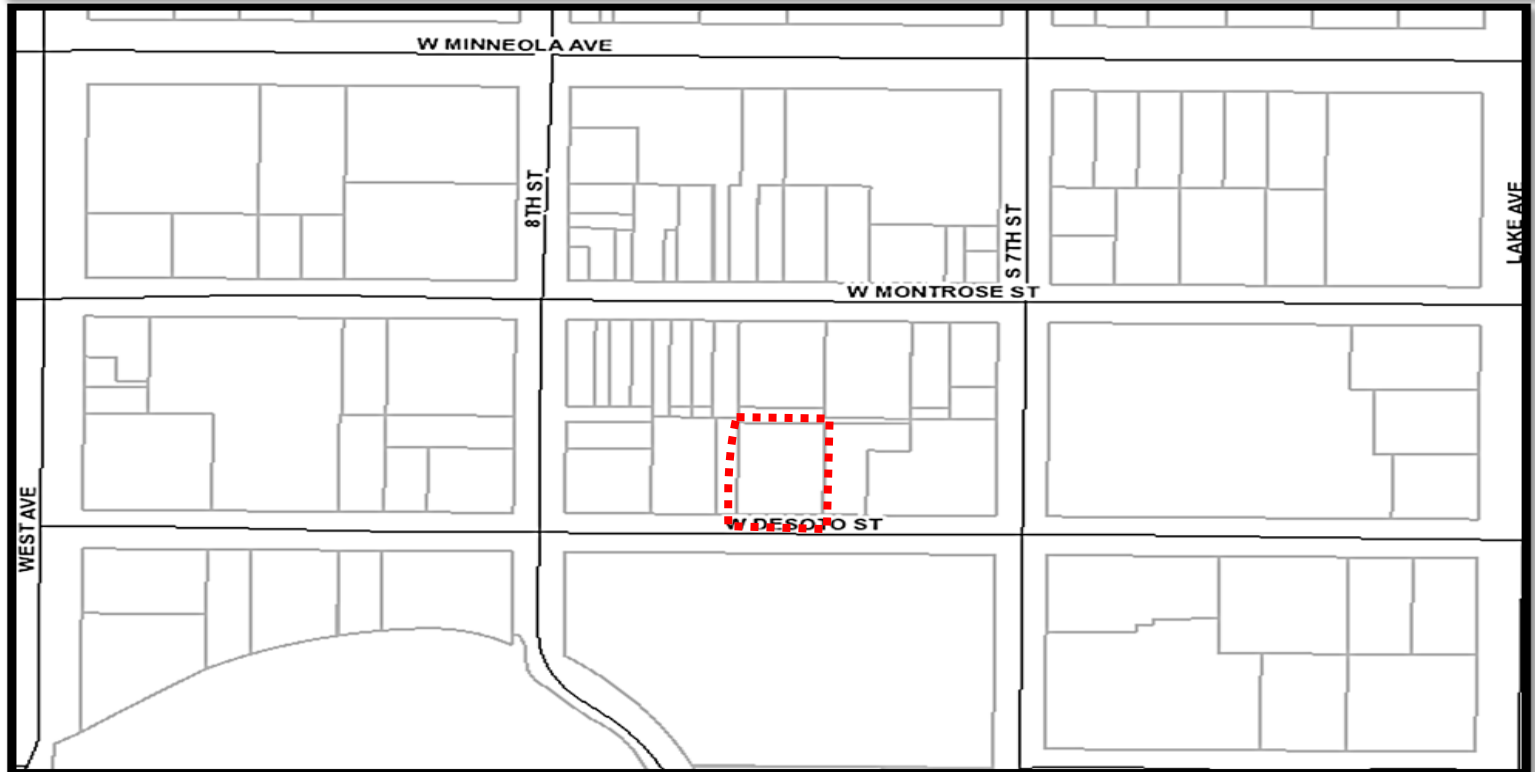
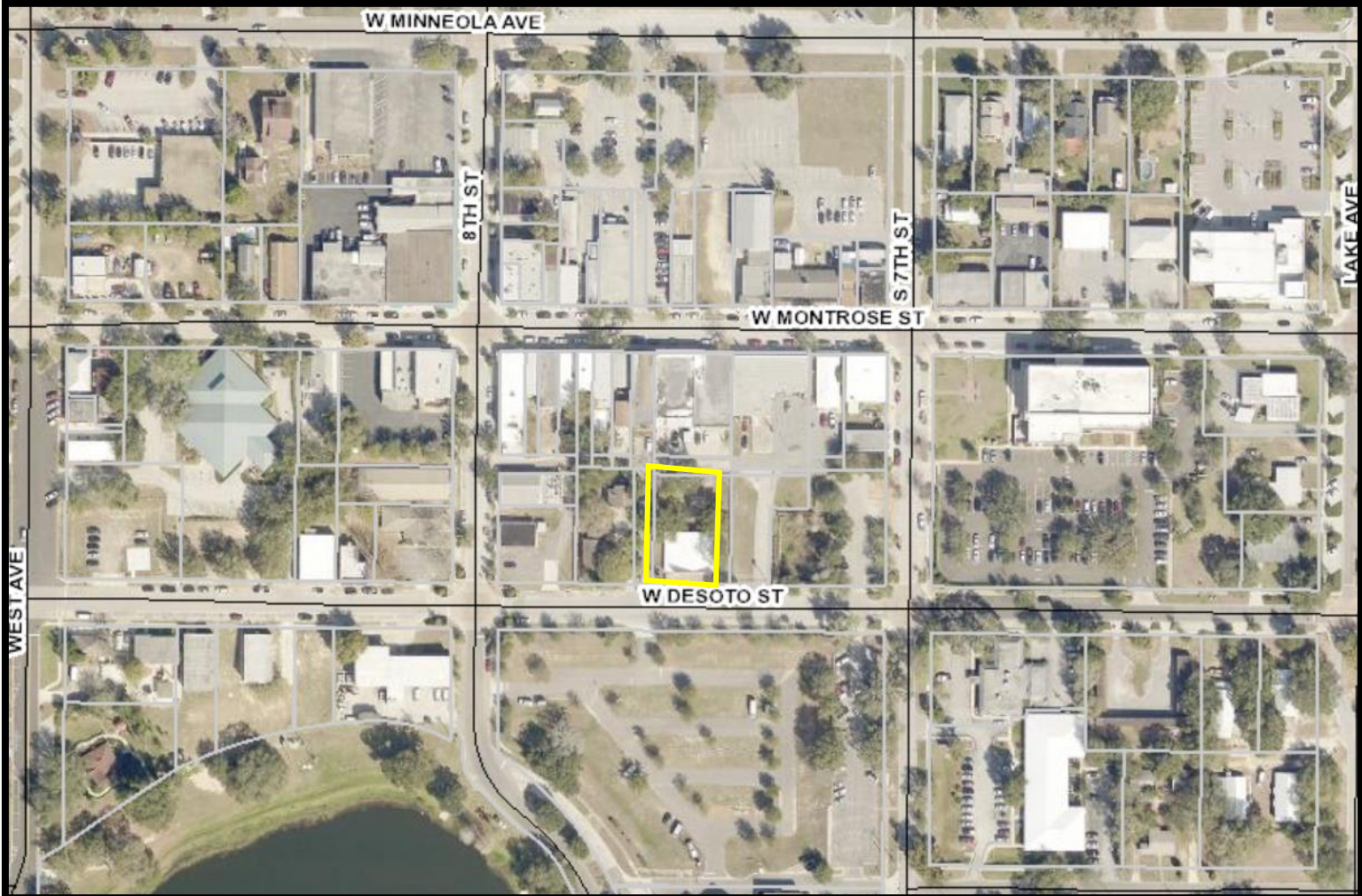
Applicant response:

Staff comments: The variance request is the minimum variance that will allow reasonable use of the land; and the benefits achieved under granting of the variance outweigh the benefits under this criterion if the variance was denied. The proposed new business will provide an opportunity for more businesses to be located downtown, which is consistent with the overall goals and objective of the Downtown Redevelopment Plan.

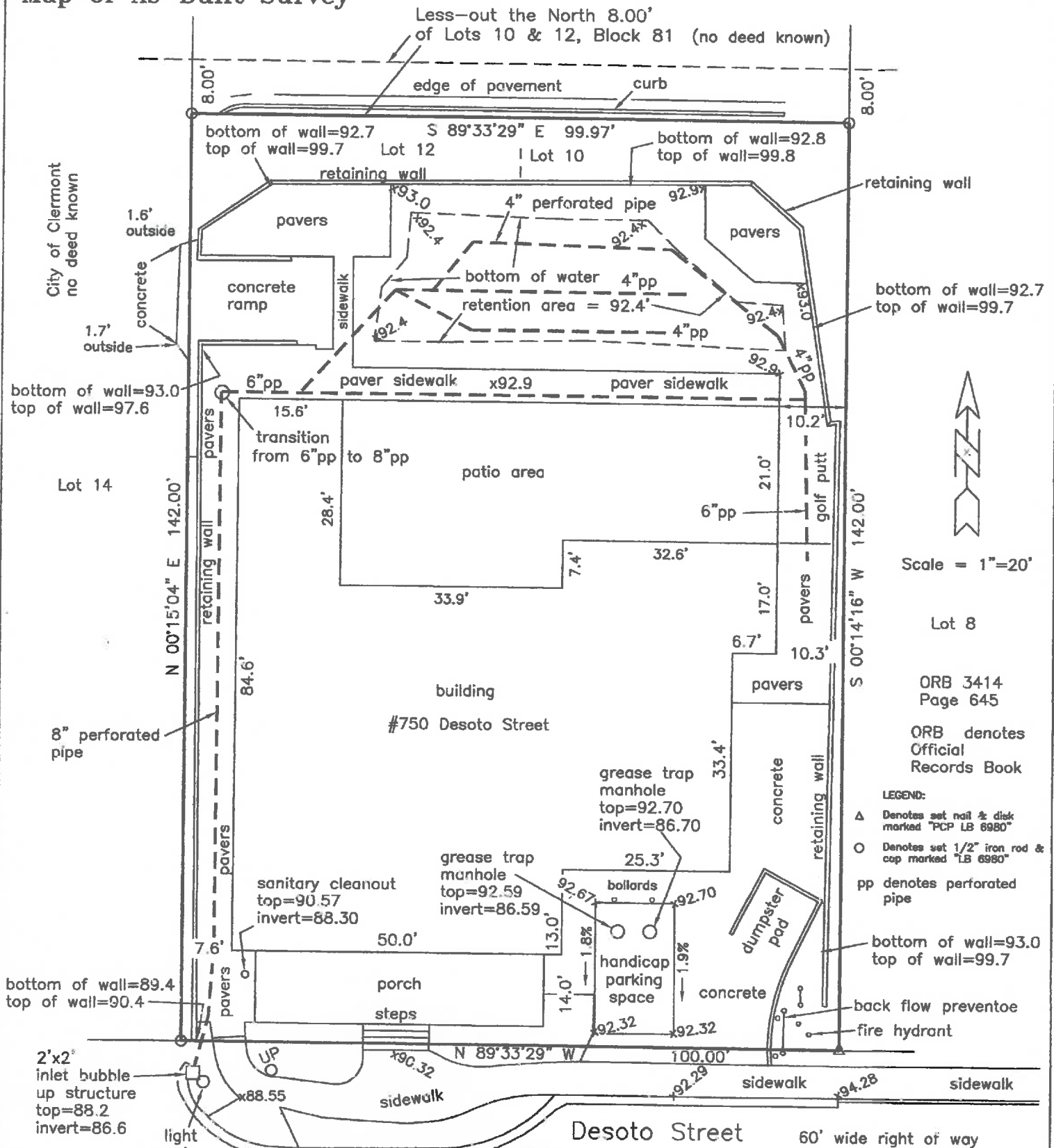
Positive finding

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.

LOCATION MAP



Map of As-Built Survey



Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

05/24/19

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

Prepared for: 18025.011
Housing for Champions, LLC

Rhoden Land Surveying, Inc.

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255



CITY OF CLERMONT
VARIANCE
Application

DATE: 6/12/19 FEE: _____

PROJECT NAME (if applicable): Clermont Brewing Co.

APPLICANT: Darren Johnson

CONTACT PERSON: Darren Johnson

Address: 1075 W. Lakeshore Dr.

City: Clermont State: FL Zip: 34711

Phone: 352-205-6866 Fax: _____

E-Mail: darren@clwj-p.com

OWNER: Same as above

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Address of Subject Property: 750 W. DeSoto St.

General Location: _____

Legal Description (include copy of survey): _____

Land Use (City verification required): _____



Zoning (City verification required): _____

CITY OF CLERMONT
VARIANCE
Application
Page 2

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

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

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

How does the Code create a hardship? _____

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

Variance requested – subject and code section: _____

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;



(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;

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;

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

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



**CITY OF CLERMONT
VARIANCE**

Application

Page 4

Darren Johnson
Applicant Name (print)

x Darren Johnson
Applicant Name (signature)

Darren Johnson
Owner Name (print)

x Darren Johnson
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,

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow for a wall to exceed (6) six feet in height instead of the requirements by the Land Development Code, Section 122-343, at the following location:

LOCATION:

750 West Desoto Street
The Barn Brewery
(Alt. Key 1614619)

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, June 25, 2019 at 6:30 P.M. in the Clermont City Hall located at 685 West Montrose Street.

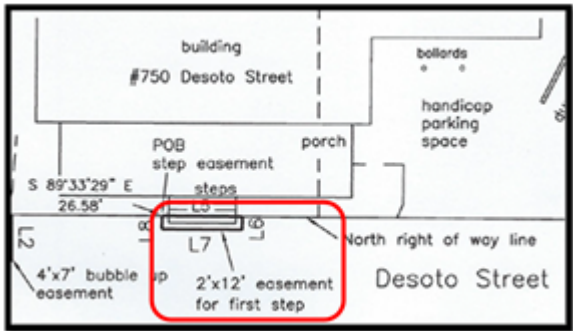
All interested parties will be given an opportunity to express their views on this matter.

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, MMC
City Clerk

Daily Commercial
June 18, 2019

AGENDA ITEM

Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
Ordinance No. 2019-34 <i>Final</i> <i>Clermont Brewing Co.</i>		
Requested Action		
Recommend approval of Ordinance 2019-34.		
Staff Report		
The applicant, Darren Johnson, is requesting the vacation of 24 square feet within the Desoto Street right-of-way. The 2 feet by 12 feet strip is the area surrounding the first step going into a new building, Clermont Brewing Company, located at 750 Desoto Street. A final survey revealed the steps to the new building were erroneously placed within the Desoto Street right-of-way. If the applicant removes the first step out of the right-of-way, then this access point would not meet building code and would have to be closed. 		
In an effort to properly address the situation, the most effective way is to vacate this portion of right-of-way. Staff has no evidence that abandoning and permanently closing this 2 feet by 12 feet section of right-of-way will interfere with any further City objective. Staff recommends approval of Ordinance 2019-34 for the right-of-way vacation request.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. 2019-34 CBC ROW Ordinance	2019-34 CBC ROW Ordinance.doc	
2. Sketch-legal-bubble-up-and-first-step-06-13-19	Sketch-legal-bubble-up-and-first-step-06-13-19.pdf	

3.	Exhibits	Exhibits.pdf
4.	CBC ROW Application	CBC ROW Application.pdf
5.	ORDINANCE NO 2019-34 ROW Legal Ad	ORDINANCE NO 2019-34 ROW Legal Ad.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-34

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, CLOSING AND PERMANENTLY ABANDONING A PORTION OF DESOTO STREET AS SHOWN IN THE OFFICIAL MAP OF THE CITY OF CLERMONT ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 17, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA AND DESCRIBED HEREIN AS SHOWN BELOW; PROVIDING FOR SEVERABILITY, PUBLICATION AND FOR AN EFFECTIVE DATE.

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

SECTION 1.

That any and all portions, closing and permanently abandoning a portion of Eleventh Street of the following described boundary:

LEGAL DESCRIPTION

Commence at the Southwest corner of Lot 12, Block 81, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the map or plat thereof, as recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida, thence run S 89°33'29" E along the South line of said Lot 12, also being the North right of way line of Desoto Street, for a distance of 26.58 feet to the POINT OF BEGINNING; thence run S 89°33'29" E along the South line of said Lot 12, also being the North right of way line of Desoto Street, for a distance of 12.00 feet; thence leaving said South line of Lot 12 and the North right of way line of Desoto Street run S 00°26'31" W for a distance of 2.00 feet; thence run N 89°33'29" W for a distance of 12.00 feet; thence run N 00°26'31" E for a distance of 2.00 feet to the Point of Beginning.

SECTION 2.

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

SECTION 3.

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



CITY OF CLERMONT
ORDINANCE NO. 2019-34

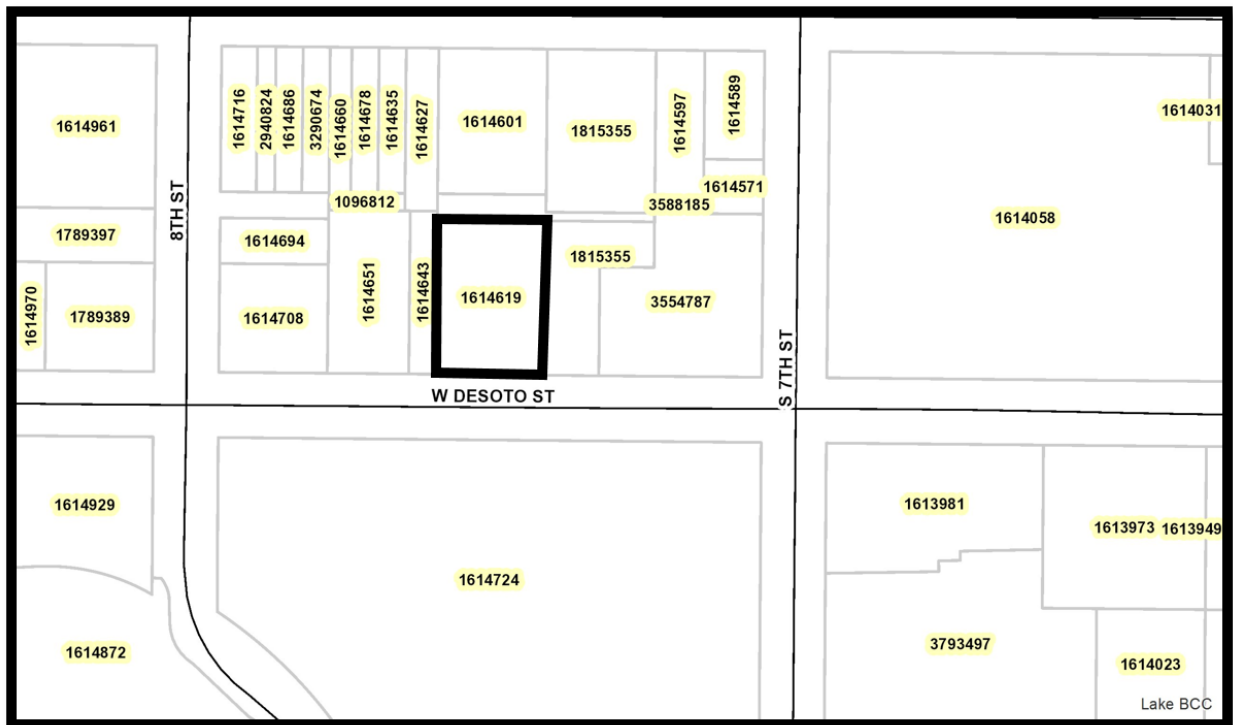
SECTION 4.

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

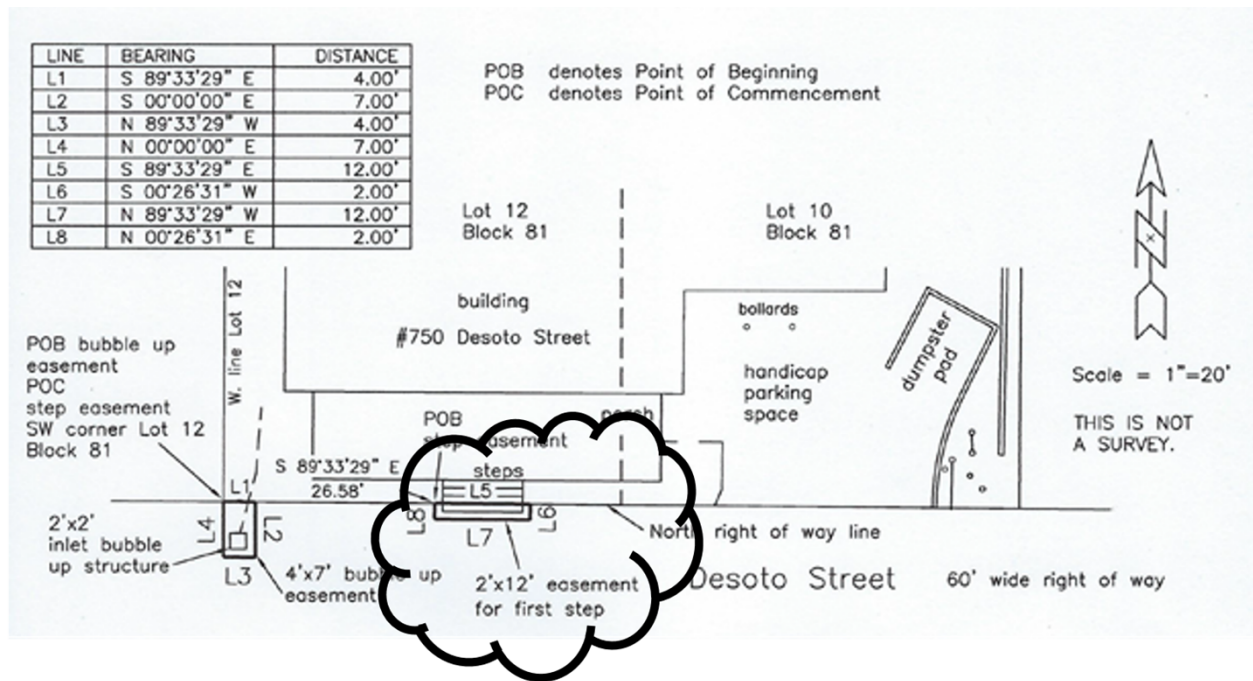
SECTION 5.

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

Location map:



CITY OF CLERMONT
ORDINANCE NO. 2019-34





CITY OF CLERMONT
ORDINANCE NO. 2019-34

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 23rd day of July, 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

Map of Description

Description bubble up easement:

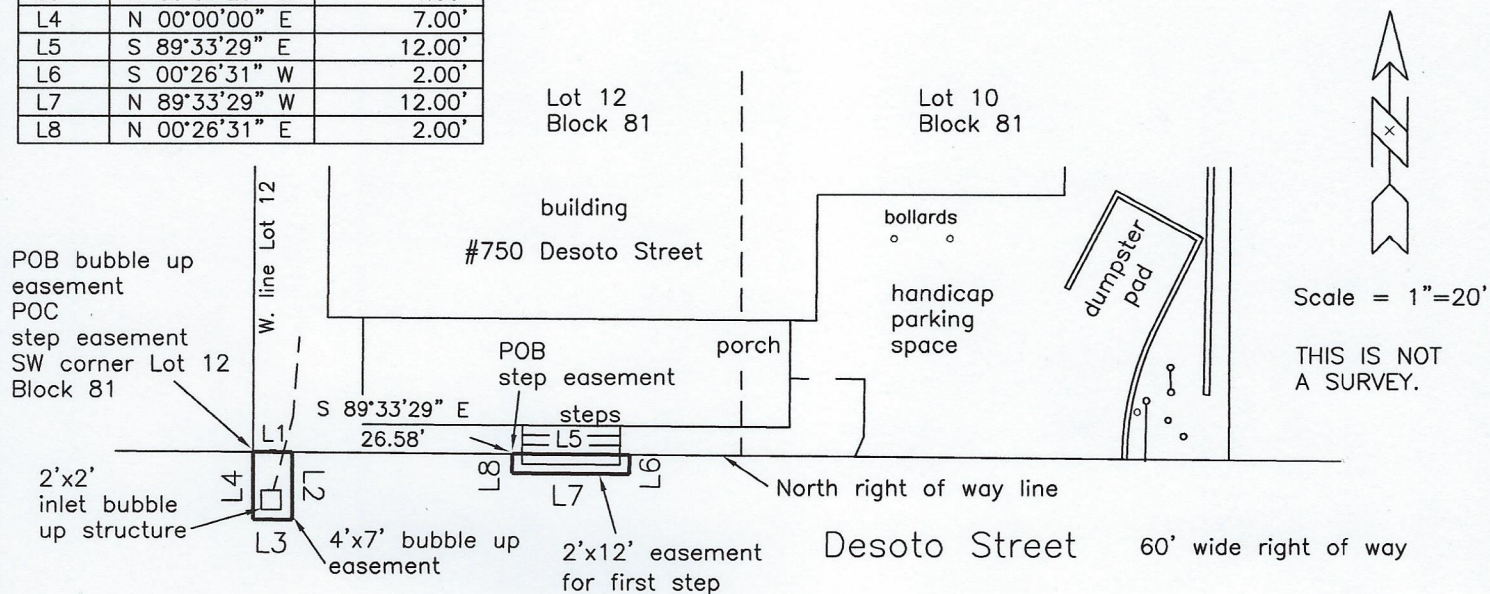
BEGIN at the Southwest corner of Lot 12, Block 81, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the map or plat thereof, as recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida, thence run S 89°33'29" E along the South line of said Lot 12, also being the North right of way line of Desoto Street, for a distance of 4.00 feet; thence leaving said South line of Lot 12 and the North right of way line of Desoto Street run S 00°00'00" E for a distance of 7.00 feet; thence run N 89°33'29" W for a distance of 4.00 feet; thence run N 00°00'00" E for a distance of 7.00 feet to the Point of Beginning.

Description first step easement:

Commence at the Southwest corner of Lot 12, Block 81, OFFICIAL MAP OF THE CITY OF CLERMONT, according to the map or plat thereof, as recorded in Plat Book 8, Pages 17 through 23, inclusive, Public Records of Lake County, Florida, thence run S 89°33'29" E along the South line of said Lot 12, also being the North right of way line of Desoto Street, for a distance of 26.58 feet to the POINT OF BEGINNING; thence run S 89°33'29" E along the South line of said Lot 12, also being the North right of way line of Desoto Street, for a distance of 12.00 feet; thence leaving said South line of Lot 12 and the North right of way line of Desoto Street run S 00°26'31" W for a distance of 2.00 feet; thence run N 89°33'29" W for a distance of 12.00 feet; thence run N 00°26'31" E for a distance of 2.00 feet to the Point of Beginning.

LINE	BEARING	DISTANCE
L1	S 89°33'29" E	4.00'
L2	S 00°00'00" E	7.00'
L3	N 89°33'29" W	4.00'
L4	N 00°00'00" E	7.00'
L5	S 89°33'29" E	12.00'
L6	S 00°26'31" W	2.00'
L7	N 89°33'29" W	12.00'
L8	N 00°26'31" E	2.00'

POB denotes Point of Beginning
POC denotes Point of Commencement



Jeffrey P. Rhoden
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

06/13/19

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

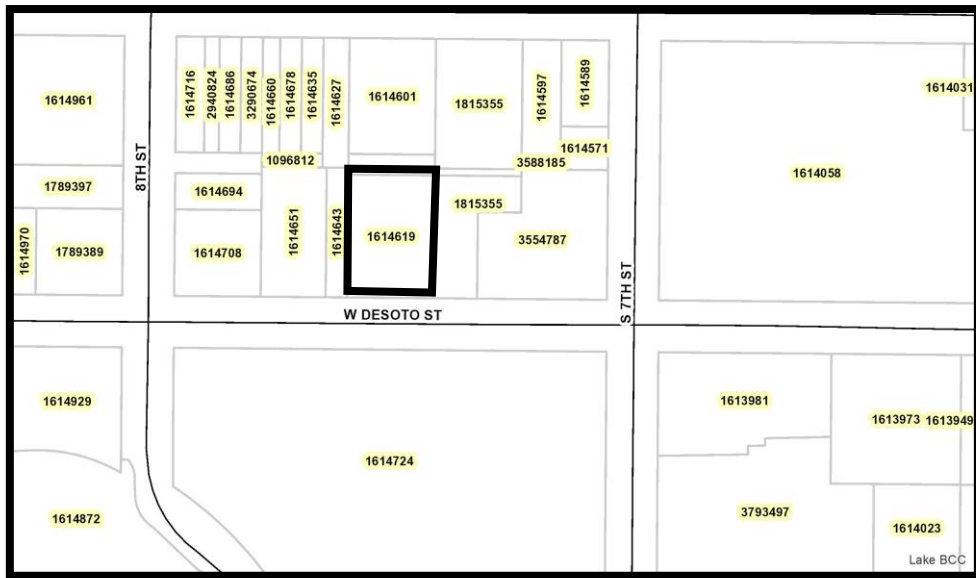


Prepared for: 18025.012
Housing for Champions, LLC

Rhoden Land Surveying, Inc.

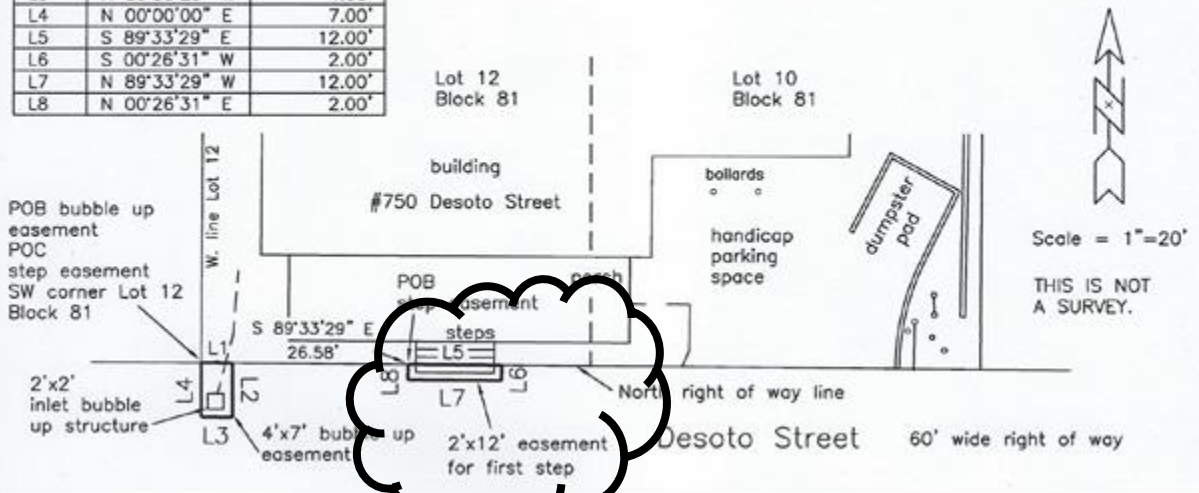
LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

750 Desoto Street – ROW Vacation Request



LINE	BEARING	DISTANCE
L1	S 89°33'29" E	4.00'
L2	S 00°00'00" E	7.00'
L3	N 89°33'29" W	4.00'
L4	N 00°00'00" E	7.00'
L5	S 89°33'29" E	12.00'
L6	S 00°26'31" W	2.00'
L7	N 89°33'29" W	12.00'
L8	N 00°26'31" E	2.00'

POB denotes Point of Beginning
POC denotes Point of Commencement



Step area

ROW 1906-0001



**CITY OF CLERMONT
STREET RIGHT-OF-WAY / EASEMENT CLOSING
PETITION**

DATE: 6/19/2019

FEE: \$1000.00
+ cost of advertisement

PETITIONER'S NAME: Clermont Brewing Co. / Darren Johnson

Address: 750 W. De Soto St.

City: Clermont State: FL Zip: 34711

Phone: 352-205-6866 Fax: _____

Alt #1614619

Legal Description of Petitioner's property abutting Street ROW/easement to be closed
(Attach survey if available): See attached

If named - name of street to be closed: _____

Plot plan & legal description of Street ROW/Easement portion to be closed (From-To):

Purpose or reason for closing: First step in Building

Attach a map and list of: Names and addresses of all property owners abutting the portion of the street requested to be closed and abandoned. _____ yes _____ no

This petition is in accordance with the Clermont Land Development Code, Chapter 54, Division 2. Closing. Any person requesting a Street right-of-way or Easement Closing shall file a complete application submitted to the Development Services Director in the Development Services Department, at least 30 days prior to the final hearing date of the City Council. A Street right-of-way or Easement Closing requires two readings of an ordinance by the City Council. The City Council meetings are held on the second and fourth Tuesdays of every month.

All applications must be complete, including applicable site plans and or pertinent descriptive materials in order to be processed. A plot plan (schematic drawing of the property involved) showing the location of that portion of the street requested to be closed and permanently abandoned, and including a survey of the property and street involved if deemed necessary by the city council or the city attorney.

Darren Johnson
Petitioner Name (print)

X Darren Johnson
Petitioner Name (signature)

Advertising Receipt

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

Account Number: 7101866
Order Number: 10088650
Phone: (352) 241-7331
Date: 06/24/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE The City Council of the City of Clermont will consider the enac	07/08/2019	07/08/2019	\$140.90

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, July 23, 2019 at 6:30 P.M. at City Hall located at 685 West Montrose Street. All interested parties will be given an opportunity to express their views on this matter.

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

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

ORDINANCE NO. 2019-34

An Ordinance of the City Council of the City of Clermont, Lake County, Florida, Closing and Permanently abandoning a portion of Desoto Street as shown in The Official Map of the City of Clermont according to the Plat thereof as recorded in Plat Book 8 Page 17, Public Records of Lake County, Florida. Bounded and described as follows.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10088650
July 08, 2019

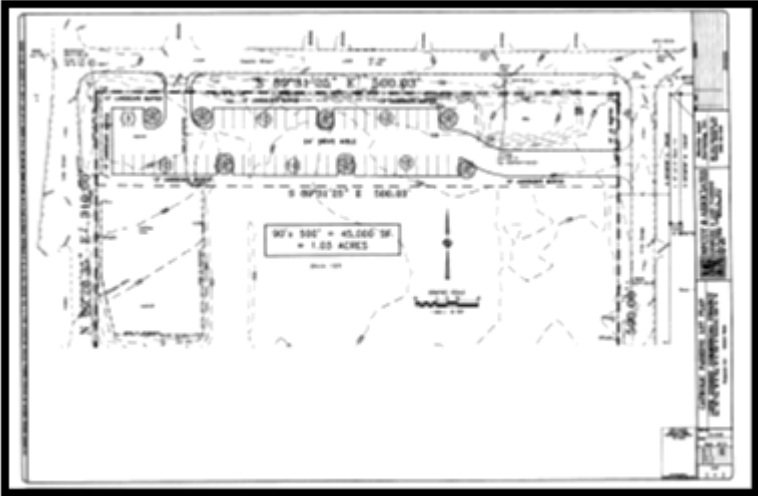
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This ordinance is available for public

Payment Info	
Ad Price	\$140.90
Tax	\$0.00
Sub Total	\$140.90
Prepaid Amount	\$0.00
Balance Due	\$140.90



AGENDA ITEM

Meeting Date	
Tuesday, July 23, 2019	
Agenda Item Name	
Resolution No. 2019-17R <i>Blessed Sacrament Catholic Church</i>	
Requested Action	
Recommend approval of Resolution No. 2019-17R	
Staff Report	
The applicant, Orlando Diocese, is requesting a Conditional Use Permit to allow the Blessed Sacrament Catholic Church to construct an overflow parking lot at the vacant parcel located at 901 12th Street. The current zoning for the property is M-1 Industrial and the entire parcel is approximately 5.73+/- acres. The church parking lot will utilize 1.03 acres of the site. The remaining parcel will be redeveloped at a later date, by someone other than the applicant. The City Council approved on February 24, 2009 to amend the Conditional Use Permit (Resolution 1603) to allow the Blessed Sacrament Catholic Church office accessory buildings at 1170 Desoto Street.  The Blessed Sacrament Catholic Church has grown in membership and would like to construct an overflow parking lot to be utilized by the church to ensure sufficient parking is available for the members. The proposed parking lot will be constructed to meet Clermont Development Standards, and compliance of any other code requirements to ensure pedestrian safety and vehicle cross access points. The development will be required to provide sufficient landscape buffers for screening of parked vehicles from surrounding properties and public view. There are other similar properties and uses in the City that utilize offsite overflow parking to accommodate peak parking demands. The subject parcel will be required to provide a permit for a stormwater system that allows sufficient drainage and runoff for the proposed parking lot and any future development. The site will be developed in substantial accordance with the conceptual plan submitted by McCoy & Associates. Staff has reviewed the application as submitted and finds the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. The proposed use will not adversely affect the intent and purpose of the	

Comprehensive Plan goals, objectives and policies. Therefore, staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2019-17R.

The Planning and Zoning Commission at their meeting held on July 2, 2019, voted unanimously to recommend approval of Resolution No. 2019-17R.

Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	2019-17R 901 12th Street CUP	2019-17R 901 12th Street CUP.pdf
2.	Location Map	Location Map.pdf
3.	survey-site plan	survey-site plan.pdf
4.	application	application.pdf
5.	901 12TH STREET CUP	901 12TH STREET CUP.pdf



CITY OF CLERMONT
RESOLUTION NO. 2019-17R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW AN OVERFLOW VEHICLE PARKING LOT IN THE M-1 INDUSTRIAL ZONING DISTRICT

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 2, 2019 recommended approval of this Conditional Use Permit to allow an overflow vehicle parking lot in the M-1 Industrial zoning district, at the following location:

LOCATION:

901 12th Street, Clermont, FL
Alternate Key 1628580

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

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

This application for a Conditional Use Permit to allow an overflow vehicle parking lot in the M-1 Industrial zoning district, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. The structure shall be inspected by the Fire Inspector for life safety requirements and all requirements must be met prior to any Certificate of Occupancy being issued.
5. The structure shall be inspected by the Building Inspector and all building code violations must be corrected prior to a Certificate of Occupancy being issued.



CITY OF CLERMONT
RESOLUTION NO. 2019-17R

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

SECTION 2. Land Use

1. This Conditional Use permit is to allow an overflow vehicle parking lot be constructed in in the M-1 Industrial zoning district.
2. The site may also be used for any permitted use in the M-1 Industrial zoning district.
3. The site shall be developed according to the City of Clermont Land Development Codes and all buildings must meet the City of Clermont Architectural Standards.

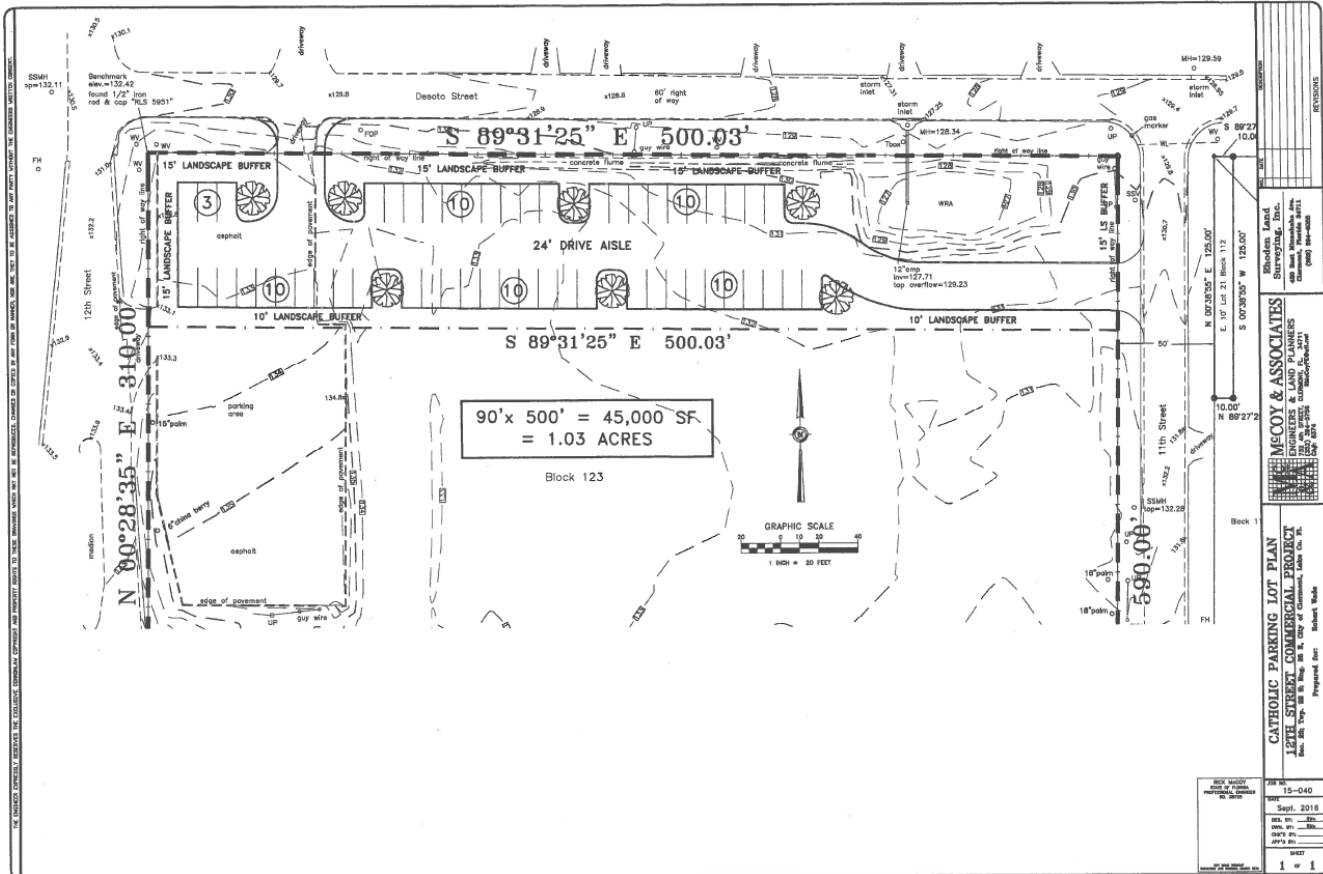


CITY OF CLERMONT
RESOLUTION NO. 2019-17R

4. The parking lot shall be developed with an opaque landscape buffers at planting that provides screening from public view and adjacent property owners. A minimum 20 feet wide landscape buffers shall be required adjacent to any arterial or collector roads. Any fencing shall be decorative PVC/vinyl that provides an opaque screen for outside storage and parking of any vehicles.
5. Interior lighting on the site shall be directed downward into the site and shall not spill over onto adjacent properties.
6. All landscaping, drainage/water retention and site plan approved conditions must be maintained in perpetuity for the site.
7. Sidewalks that meet ADA requirements are required adjacent to any right-of-ways and public streets. Any pedestrian cross access requirements identified by the City Engineer for pedestrian safety and crossing must be installed by the applicant prior to Certificate of Completion/Occupancy.

**CITY OF CLERMONT
RESOLUTION NO. 2019-17R**

Exhibit A – Conceptual Plan





CITY OF CLERMONT
RESOLUTION NO. 2019-17R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of July, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

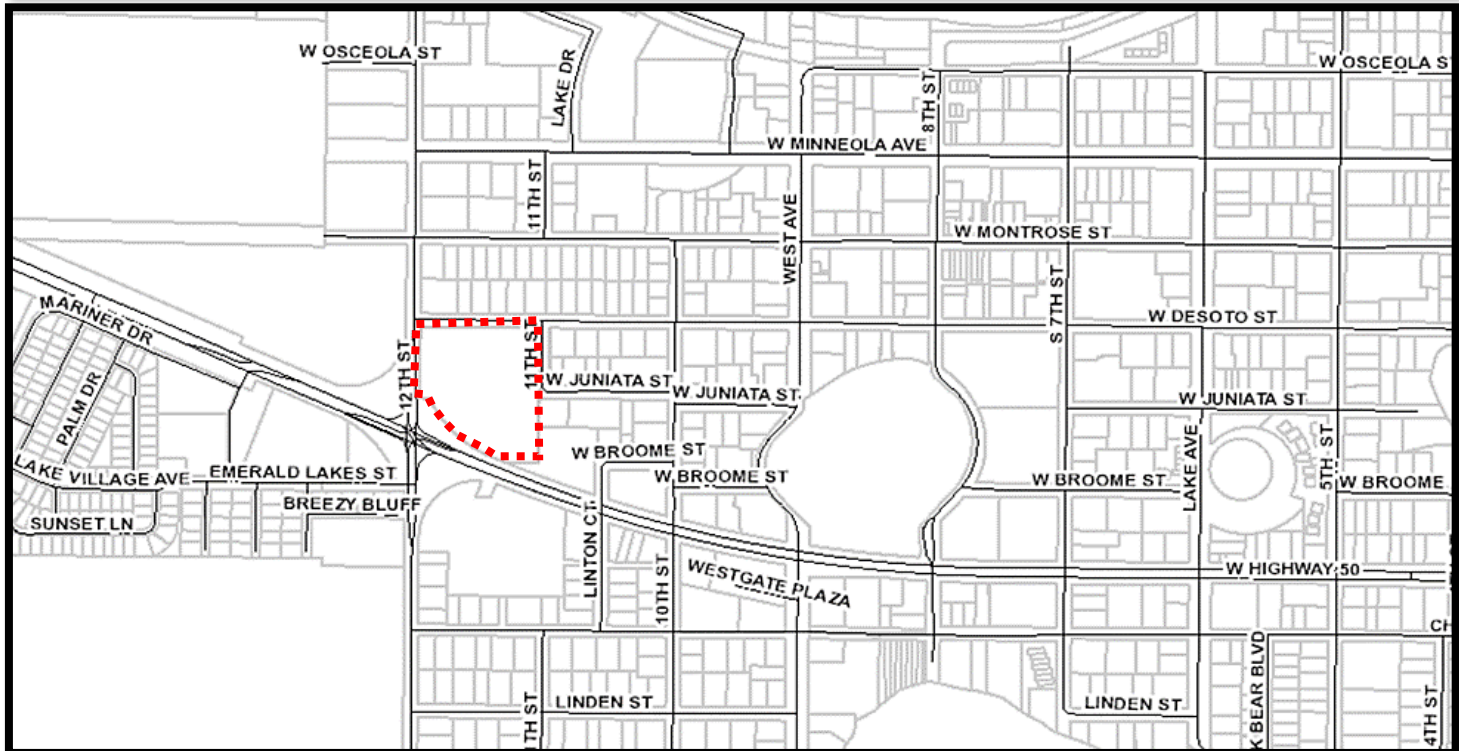
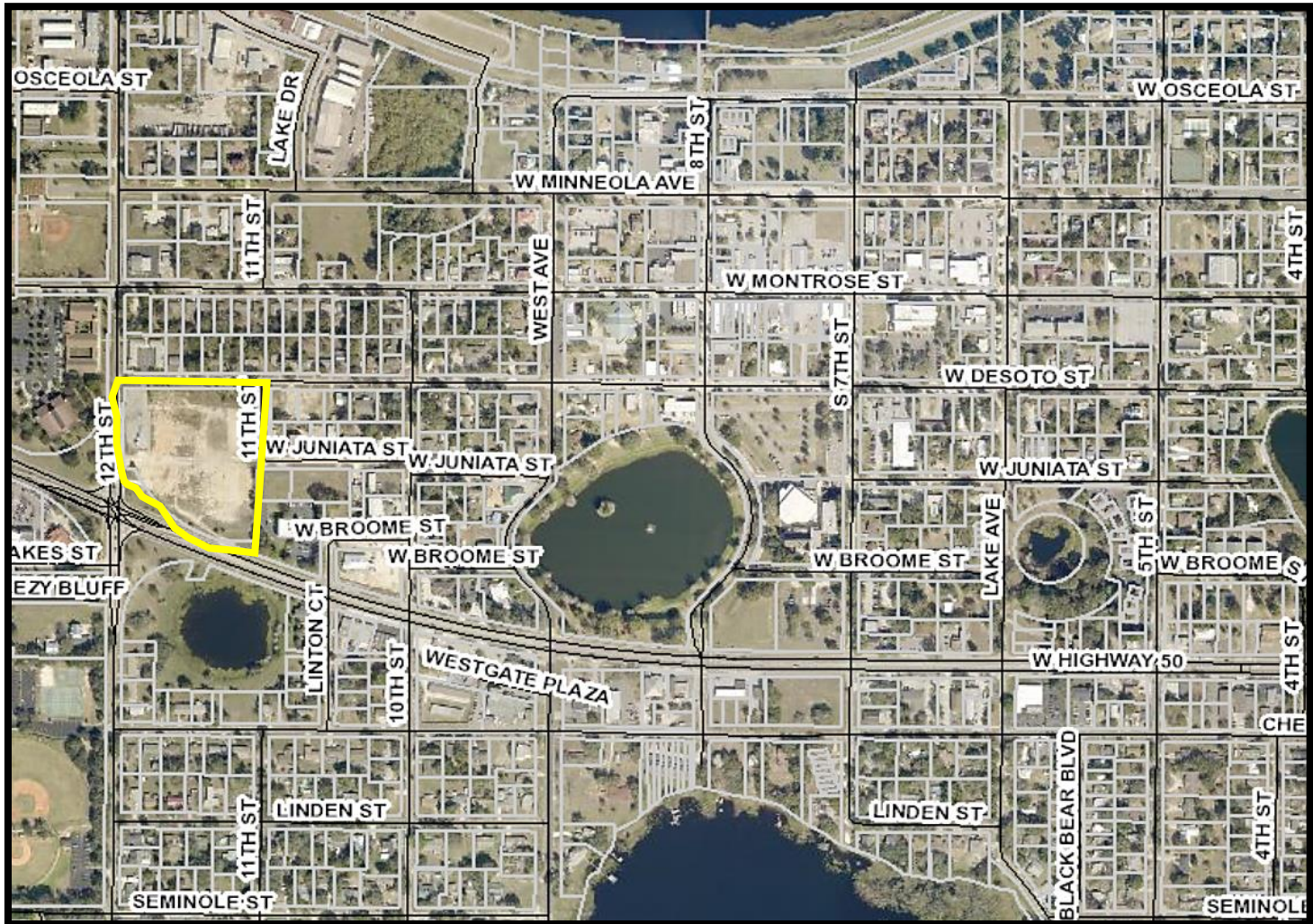
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map



[illegible]

A graphic scale bar is shown below the map. It is a horizontal bar divided into alternating black and white segments. The segments are labeled with numbers: 20, 0, 10, 20, and 40. Below the bar, the text "1 INCH = 20 FEET" is printed.

[illegible]

Cup 1906-0002



received
5/31/19

**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 5/29/19

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Blessed Sacrament Overflow Parking

APPLICANT: John G. Noonan, as bishop of the diocese of Orlando

CONTACT PERSON: Scott Ferguson

Address: 50 East Robinson Street

City: Orlando State: FL Zip: 32801

Phone: 407-620-3877 Fax: -

E-Mail: sfergerson@orlandodiocese.org

OWNER: Robert Wade

Address: 1363 W. Lakeshore Dr.

City: Clermont State: FL Zip: 34711

Phone: 352-394-3388 Fax: -

Address of Subject Property: 901 12th Street, Clermont, FL 34711

General Location: L-03 northernmost acres of property
located at the NE intersection of Hwy 50 and
12th Street

#1628587

Legal Description (include copy of survey):

The north 90.00 ft of BLK 123, City of Clermont,
According to the map or plat thereof as recorded
in plat book 8, Page 17, Public Records of Lake County, FL

Land Use (City verification required):

Zoning (City verification required): M-1 Industrial



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).

Obtain a CUP to allow the property to be utilized
as overflow parking for Blessed Sacrament Catholic
Church, located to the west across 12th Street

John G. Noonan, as bishop
Applicant Name (print)

X

[Signature]
Applicant Name (signature)

Robert D. Duff
Owner Name (print)

X

[Signature]
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. 34712-021 9
(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: 10088510
Phone: (352) 241-7331
Date: 06/18/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	06/25/2019	07/02/2019	\$164.76

LEGAL NOTICE

June 25, 2019 &
July 02, 2019

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow an overflow parking lot use in the M-1 Industrial Zoning District, at the following location:

LOCATION

901 12th Street, Clermont, FL
(AK 1628580)

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, July 2, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, July 9, 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

Ad No: 10088510

Payment Info	
Ad Price	\$164.76
Tax	\$0.00
Sub Total	\$164.76
Prepaid Amount	\$0.00
Balance Due	\$164.76



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date																										
Tuesday, July 23, 2019																										
Agenda Item Name																										
Board Appointment																										
Requested Action																										
Staff Report																										
Committee Member Cuqui Whitehead's seat has been vacated on the Planning & Zoning Commission. A citizen will need to be appointed to fill the seat until the current term has ended. The term is set to expire in December of 2019.																										
Additional Analysis																										
Fiscal Impact Summary																										
Fiscal Impact	Fund Number and Description	Available Budget Amount																								
Exhibits Attached (copies of original agreements)																										
<table border="0"> <tr> <td>1.</td> <td>Michele Pines</td> <td>FW_ Planning and Zoning.pdf</td> </tr> <tr> <td>2.</td> <td>John Higgins (letter)</td> <td>John Higgins (letter).pdf</td> </tr> <tr> <td>3.</td> <td>John Higgins (e-mail)</td> <td>RE_ PLZ Board.pdf</td> </tr> <tr> <td>4.</td> <td>Timothy Murry</td> <td>Timothy Murry.pdf</td> </tr> <tr> <td>5.</td> <td>Bob Wade</td> <td>Bob Wade.pdf</td> </tr> <tr> <td>6.</td> <td>Troy Grimes (resume)</td> <td>Troy Grimes (resume).pdf</td> </tr> <tr> <td>7.</td> <td>Troy Grimes (E-mail)</td> <td>Troy Grimes (E-mail).pdf</td> </tr> <tr> <td>8.</td> <td>City of Clermont Ad Copy</td> <td>City of Clermont Ad Copy.pdf</td> </tr> </table>			1.	Michele Pines	FW_ Planning and Zoning.pdf	2.	John Higgins (letter)	John Higgins (letter).pdf	3.	John Higgins (e-mail)	RE_ PLZ Board.pdf	4.	Timothy Murry	Timothy Murry.pdf	5.	Bob Wade	Bob Wade.pdf	6.	Troy Grimes (resume)	Troy Grimes (resume).pdf	7.	Troy Grimes (E-mail)	Troy Grimes (E-mail).pdf	8.	City of Clermont Ad Copy	City of Clermont Ad Copy.pdf
1.	Michele Pines	FW_ Planning and Zoning.pdf																								
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6.	Troy Grimes (resume)	Troy Grimes (resume).pdf																								
7.	Troy Grimes (E-mail)	Troy Grimes (E-mail).pdf																								
8.	City of Clermont Ad Copy	City of Clermont Ad Copy.pdf																								

From: [Darren Gray](#)
To: [Curt Henschel](#); [Tracy Ackroyd](#); [Carlie Zinker](#)
Subject: FW: Planning and Zoning
Date: Monday, July 08, 2019 9:20:13 AM

FYI

-----Original Message-----

From: Michele Pines [<mailto:michelepines776@gmail.com>]
Sent: Saturday, July 06, 2019 6:52 PM
To: Darren Gray <dgray@clermontfl.org>
Subject: Planning and Zoning

Darren,

I am interested in filling the vacant seat on the Planning and Zoning Board. I would like to discuss this with you further this upcoming week if you have time.

Thanks so much!

Michele Barnard Pines

Sent from my iPhone

John Higgins
2349 Hampstead Ave
Clermont, FL 34711
July 8, 2019

Darren Gray
City Manager
City Hall
685 W. Montrose St.
Clermont, FL 34711

Dear Darren Gray:

I have been told that there is a vacancy on the City of Clermont Planning and Zoning Board. I would like your consideration for me to be on this Board.

For the past 16 years, I have been involved in community service within Kings Ridge. I have served on my neighborhood board for six years as Secretary for one year then as President.

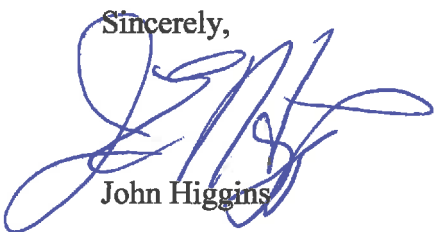
I have headed the Neighborhood Watch, Disaster Committee, Landscape Committee and have been very involved with providing IT Support to many residents of throughout Kings Ridge.

I have served three years on the Kings Ridge Master Board who controls the architectural guidelines and have been very involved in the upgrade of our irrigation pumping stations, Communications Committee and Website investigation and changing vendors. I was part of a select group that investigated bringing a dedicated fiber to each home and switching from then Bright House to OpticalTel for TV, Phone and Internet Service. 10 of the 15 neighborhoods or 1,510 homes made the switch. Kings Ridge is the first Gigabit Community in Central Florida. Our current standard internet speeds are 200 Mbps up and 200 Mbps Down. Speeds up to 1 Gigabit up and down are available to every homeowner if required.

In my past life I was a System Administrator/Network Engineer with Disney Corporate. I do love guidelines and do everything possible to follow them and explain why they are in place or move to change them.

Whatever your decision, please accept my sincere thanks for your time and consideration of my request.

Sincerely,



John Higgins

From: [Darren Gray](#)
To: ["John Higgins"](#)
Cc: [Tracy Ackroyd](#); [Carlie Zinker](#); [Curt Henschel](#)
Subject: RE: PLZ Board
Date: Wednesday, July 10, 2019 3:12:58 PM
Attachments: [image001.png](#)

Thanks John – We have it! We will place the appointment on our July 23rd City Council agenda! Thanks for your interest in Clermont!

Have a great afternoon.
Darren



Darren Gray
City Manager

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7358 | Fax 352-394-4087
dgray@clermontfl.org
www.clermontfl.gov

Our mission: To preserve and enhance the quality of life for the
Clermont community by providing exceptional services.

From: John Higgins [<mailto:johnhiggins.kr@gmail.com>]
Sent: Monday, July 08, 2019 3:08 PM
To: Darren Gray <dgray@clermontfl.org>
Subject: PLZ Board

John Higgins
2349 Hampstead Ave
Clermont, FL 34711
July 8, 2019

Darren Gray
City Manager
City Hall
685 W. Montrose St.
Clermont, FL 34711

Dear Darren Gray:

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Sincerely,

John Higgins

Sent from [Mail](#) for Windows 10

Timothy L Murry
574 E DeSoto St
Clermont FL 34711
352 217 1140
tleemurry0754@gmail.com

11 July 2019

Clermont City Manager
Mr. Darren Gray
685 W Montrose St
Clermont FL 34711

Dear Mr. Gray

I respectfully request an appointment to Clermont's Planning and Zoning Board upon the next available board opening. I was born in Clermont in July 1954. Except for 27 years I spent attending college and serving in the United States Air Force, I have resided in Clermont. I am presently employed by the United States Postal Service in Clermont where I am the Address Management/Growth Management Technician. I attend Clermont's City Council Meetings on a regular basis to keep abreast of developments in Clermont. I look forward to servicing the residents of Clermont as a member of the Planning and Zoning Board. Thank you for considering me as a board member.

Education

High School Diploma	Clermont High School
Associate in Art	Rose State College
Associate in Arts	Saint Leo College
Associate in Arts	Community of The Air Force
Bachelor of Science	Park College
Master of Business Administration	University of Phoenix

Community

Serviced on Clermont's Code Enforcement Board
Member of Boys and Girls Club Advisory Board
President of Christian Men in Action Community Development, INC
Trustee Board for New Jacob's Chapel Missionary Baptist Church
Chair Student Advisory Committee of East Ridge Middle School
South Lake Black Achievers
Served on Lake and Sumter County Boys and Girls Club Corporate Board
Family Matters Board Member

July 15, 2019

**Mr Curtis Henschel, CPM
Development Services Director**

Dear Mr Henschel,

It is my understanding that a seat is going to be open in the Clermont Planning and Zoning Board in the near future.

I have lived and worked in Clermont for over 50 years. I built and ran Bob Wade Ford, now Clermont Ford for 25 years, and subsequently built and developed hotels, shopping centers, and assisted living facilities locally during the remaining 25.

I reside in Clermont and remain active in the development community. I would therefore ask to be considered for this vacancy in the P and Z.

Best regards,


Bob Wade

TROY GRIMES

62911th St Clermont, FL 34711 · 407-520-8414

Tdgrimessr14@gmail.com

EXPERIENCE

JAN 2007 – MAY 2013

VARIOUS POSITIONS, MEDIEVAL TIMES

Assist guests with their show experience

JUNE 2013 – JUNE 2014

OWNER, DIAMOND G ADVENTURE RANCH

Ran a horse boarding facility.

MARCH 2014 – PRESENT

OWNER, GREEN SWAMP MAFIA LLC

Promotions and event coordinator

MARCH 2019 - PRESENT

OWNER, GREEN SWAMP FOUNDATION

Manage the non-profit organization

EDUCATION

JUNE 1992

HIGH SCHOOL DIPLOMA, VENUS HIGH SCHOOL

SKILLS

- Knowledgeable in Community Affairs/Politics
- Great Communication Skills
- Hard Working
- Excellent People Skills

ACTIVITIES

- I volunteer for different fundraisers to benefit my children's dance studio
- Outreach coordinator for the Anthony Sabatini for State Representative District 32 campaign
- Grassroots coordinator/ Assistant Campaign Manager for Bruce Nathan for Governor campaign
- Lake County Coordinator and Representative for Ross Spano for Congress District 15
- Campaigning Team Member for Sean M parks for Lake County Board of County Commissioners District 2
- Campaign Board Member for Pamela Hall for Minneola City Council Seat 3
- Campaign Team Member for Dan Sells for Sheriff
- Volunteer poll worker Lake County District 2
- I have also been on multiple volunteer campaign teams for several other candidates
- Volunteer Coordinator/Promoter for Going Gold Fest in 2017

From: [Tracy Ackroyd](#)
To: [Carlie Zinker](#)
Subject: FW: Resume
Date: Tuesday, July 16, 2019 1:02:34 PM
Attachments: [1563243729145_Troy Resume.docx](#)
[image001.png](#)

Please add to the appointments agenda item.



Tracy Ackroyd Howe, MMC
Clermont City Clerk

685 W. Montrose St., Clermont, FL 34711
Tel 352-241-7331 | Fax 352-394-2379
TAckroyd@clermontfl.org
www.Clermontfl.gov

Our mission: To preserve and enhance the quality of life for the Clermont community by providing exceptional services.

From: Darren Gray
Sent: Tuesday, July 16, 2019 9:55 AM
To: Tracy Ackroyd <TAckroyd@clermontfl.org>; Curt Henschel <CHenschel@clermontfl.org>
Subject: FW: Resume

FYI -

From: Troy Grimes [<mailto:tdgrimessr14@gmail.com>]
Sent: Monday, July 15, 2019 10:24 PM
To: Darren Gray <dgray@clermontfl.org>
Subject: Resume

Attached you will find my resume for your review for the Clermont Planning and Zoning position.

Also you may contact the following people as personal references if needed:

Sean Parks-352-988-7099
Anthony Sabatini-352-455-2928
Ebo Entsuah-352-255-2436
Carey Baker-352-406-2329
Ross Spano-813-744-6256

Thank you for your consideration,

Troy Grimes

Daily Commercial

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10088794
Phone: (352) 241-7331
Date: 06/28/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
NOTICE TO THE CITIZENS OF CLERMONT The City Council of Clermont is s	07/02/2019	07/09/2019	\$56.72

**NOTICE TO THE CITIZENS OF
CLERMONT**

The City Council of Clermont is seeking a volunteer to serve on the Planning and Zoning Commission to fill an open vacancy. If you are interested in serving, please send a letter of interest and a resume to the attention of Tracy Ackroyd Howe, City Clerk, 685 West Montrose Street, Clermont, FL 34711 by July 12, 2019.

Ad No: 10088794
July 02, 2019 &
July 09, 2019

Payment Info	
Ad Price	\$56.72
Tax	\$0.00
Sub Total	\$56.72
Prepaid Amount	\$0.00
Balance Due	\$56.72



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, July 23, 2019			
Agenda Item Name			
Clermont Historical Society Agreement			
Requested Action			
Staff Report			
The existing agreement between the City and the Historical Society provides that the City can terminate the agreement at any time with or without cause. Therefore, if the City Council is inclined to take control of the Train Depot and Pavilion and the Society is not willing to renegotiate the agreement to allow the City to do that, then the Council can elect to terminate the agreement. Under the terms of the agreement, the effect of such termination would be: 1. The City would gain full control of the Train Depot and Pavilion, the Cooper Library and the Quonset Hut. 2. The Society would be required to vacate the above buildings, including remove all items not affixed to the buildings or property. 3. The Society would retain the right to use the Townsend and Kern Houses as well as the Hooks School House. 4. The City would retain ownership of these buildings (remember the houses were deeded to the City several years ago). 5. Although it is not clearly set forth in the agreement, since the City owns the houses, unless a new agreement is entered into with the Society, the City would likely remain responsible for ongoing maintenance and expenses. Therefore, if it is the Council's desire to only take control of the Train Depot and Pavilion, staff suggests the Council confirm this action to staff so staff can approach the Society about renegotiating the agreement to remove the Train Depot and Pavilion from the control of the Society.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Historical Society 2013 Restated	Historical Society 2013 Restated.pdf	

**CITY OF CLERMONT AND THE SOUTH LAKE COUNTY HISTORICAL SOCIETY,
INC. CLERMONT HISTORIC VILLAGE USE AGREEMENT**

THIS AGREEMENT, entered into this 11th day of June, 2013 by and between the City of Clermont, hereinafter referred to as "City," and The South Lake County Historical Society, Inc., a Florida non-profit corporation, hereinafter referred to as "Historical Society," whose address is 490 West Avenue, Clermont, FL 34711.

WITNESSETH:

WHEREAS, the City is the owner of certain real property located in Clermont, Florida, commonly known as the Clermont Historic Village and more particularly described in the legal description and site plan attached hereto and incorporated herein as Exhibit "A" and hereinafter referred to as the "Site"; and

WHEREAS, the parties have previously entered into an agreement dated December 8, 2009 related to the use, construction and operation of the Clermont Historic Village (the "Site"); and

WHEREAS, the City and the Historical Society have caused to be constructed or located several structures and improvements on the Site, to include structures known as the Train Depot with Pavilion; Cooper Library; Kern; Townsend; Quonset Hut and Hooks School House Buildings; and

WHEREAS, the Historical Society has previously transferred ownership of the Kern and Townsend Buildings, as more particularly described in Exhibit "A" attached hereto and incorporated herein to the City and now desires to transfer by this Agreement the Hooks School House, as more particularly described in Exhibit B, attached hereto and incorporated herein; and

WHEREAS, the parties desire that this agreement shall replace in its entirety the December 8, 2009 agreement and any and all amendments thereto between the parties as it relates to the rights,

entitlements and obligations between the parties related to the Site and the improvements contained thereon.

WHEREAS, the City, pursuant to its municipal authority as set forth in Chapter 166, Florida Statutes, may provide the general public with educational, recreational and cultural facilities, including such programs related to the Site and such other programs that the Historical Society desires to promote.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows:

1. **Whereas Clauses Incorporated.** The parties hereby acknowledge that the above-stated whereas clauses are true and correct and are incorporated into the body of this Agreement and shall be part of the terms and conditions thereof.

2. **Term.** The term of this Agreement shall commence on execution of this Agreement and shall terminate on December 8, 2034, unless terminated by default of either of the parties or as otherwise provided herein. Provided, in the event that Historical Society is not in default of any of the terms and conditions contained herein, the term shall be automatically renewed thereafter for five (5) additional years.

3. **Use of Property.** In consideration of the transfer of ownership of certain property, improvements and structures as set forth below by the Historical Society to the City, the sufficiency of which as consideration is hereby acknowledged, the City agrees to permit the Historical Society to utilize the Site, including the Kern and Townsend Buildings, the Train Depot Building with Pavilion, the Cooper Library Building, the Quonset Hut and the Hooks School House, collectively referred to hereinafter as the "Site buildings" for the purposes of the Historical Society for using, operating and

maintaining the Site and Site Buildings for Historical Society programs and activities related thereto, including using the Quonsæt Hut as a World War II museum, subject only to the terms and conditions set forth herein.

4. **Terms and Conditions of Use.**

a. Except with regard to the City, the rights granted herein shall be exclusive to the Historical Society. To the extent, however, that the City desires to use the Site and the Site buildings for a City-sponsored event, the City may do so provided the event or activity is not inconsistent with the functions and purposes of the Clermont Historic Village, does not interfere with any previously scheduled event or activities of the Historical Society, and City provides to the Historical Society thirty (30) days notice of its intent to use the Site and/or Site buildings.

b. Historical Society shall operate and manage the Clermont Historic Village, the Site buildings and any and all activities related thereto and occurring on the Site in such a manner to ensure that all activities are open to the general public who wish to participate and in accordance with the Management and Operation Plan dated Dec. 8, 2009 between the Parties which is hereby incorporated herein and made a part hereof by reference.

c. Historical Society must operate as a 501 (c)(3) non-profit corporation under the laws set forth for incorporation by the State of Florida. A certificate of incorporation and copy of the Historical Society's by-laws must be supplied to the City. In the event that Historical Society changes its non-profit status or loses its 501(c)(3) status this Agreement may be terminated immediately.

d. Historical Society at its sole expense shall provide and maintain all HVAC systems and equipment related thereto for the Kern, Townsend and Hooks School House Buildings.

e. The City shall, at its expense, provide routine maintenance, excluding interior general cleaning and housekeeping, for the Site buildings and for the existing landscaping and grounds for the Site, including irrigation. The City shall provide and pay for water, sewer and electric utilities and local telephone service, monitored alarm system and internet service for all Site buildings in a manner as solely determined by City. The City shall also maintain all HVAC equipment and necessary plumbing improvements, as determined by City, to the Depot, Cooper Library Buildings and Quonset Hut. Provided, however, that nothing herein shall obligate the City to substantially repair, renovate or replace the interior or exterior of any of the Site buildings, structures or the landscaping and grounds.

5. **Deed of Buildings and Related Improvements.** The Historical Society has previously deeded and/or transferred to the City the Kern and Townsend Buildings. Contemporaneously hereto and as a condition of this Agreement, Historical Society shall deed and/or transfer to City in a form and based on title information, acceptable to City in its sole discretion, all rights, title and interest the Hooks School House building. The Historical Society shall retain at all times, exclusive ownership of the contents of the Site buildings, other than those affixed to the premises or placed in the Site buildings by the City.

6. **Insurance.** City agrees to maintain property loss and damage insurance on the Historical Village and Site buildings consistent with similar insurance coverage that the City maintains on other City owned buildings. In the event Historical Society elects to maintain at its expense, insurance coverage on the contents of the Historical Village and Site buildings it shall maintain general liability for the premises in a minimum amount of \$500,000 per occurrence and \$1,000,000 in the aggregate and with an insurance company acceptable to City. Each year as of the

anniversary date of the date of execution of this Agreement Historical Society shall provide to City proof of such insurance in a format acceptable to City. Nothing contained in this section, or otherwise herein, shall be construed or act as a waiver of any sovereign immunity that City may enjoy. In the event that Historical Society elects to not obtain insurance as set forth herein, Historical Society expressly agrees to hold harmless, release and indemnify CITY from any and all claims, damages, lawsuits, liabilities, losses or expenses of any kind, including reasonable attorney fees and costs, arising out of, or resulting from, the damage to any contents of the Site buildings. Said hold harmless, release and indemnification shall be applicable regardless of whether the damage or loss results from the negligence of CITY or Historical Society, or their respective employees, agents or assigns.

7. **Indemnification.** Historical Society shall defend, indemnify and hold harmless the City from and against all claims, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the Historical Society's negligent use of the property to include the loss, theft or destruction of any personal property. Such indemnification shall include all claims of Historical Society's guests and participants. Nothing herein shall be construed or act as a waiver of any sovereign immunity that City may enjoy. The City shall not be liable or responsible in any manner or to any extent for any loss or damage to any of the Historical Society's, its guests, invitees, employees, volunteers or participants personal property whatsoever.

8. **Communication.** The President of the Historical Society or his/her designee in their absence shall be the official spokesperson for communication purposes between the City and the Historical Society. All communication by the Historical Society with the City must be made through

the Historical Society's president or his or her written designee or its attorney and shall be directed to the City Manager of City.

9. **Maintenance of Records; Audit.** During the term of this agreement and for a period ending five (5) years after the expiration or termination of this agreement, Historical Society shall make all records and documents relating to this agreement, the operation and maintenance of the Site and any and all activities related thereto available for inspection and copying by the City or any agent designated by the City. Notwithstanding anything to the contrary stated above, Historical Society recognizes that certain documents that it may maintain in accordance with the use of the Site and this Agreement may be Public Records under the law of the State of Florida and, therefore, Historical Society agrees that it shall comply with all applicable terms of said law to the greatest extent possible.

10. **Right of Entry and Access.** The City or its agents may, at any time, enter into and upon the referenced Site. Historical Society shall have a right of access upon, over and across the Site.

11. **Use of City Property.** All persons entering Site are subject to the policies set forth by the City regarding the use of City property, the Historical Society is charged with the enforcement of those policies. Law enforcement officers may be called upon to enforce applicable laws and ordinances.

12. **Compliance with Applicable Laws, Ordinances, Rules and Regulations.** Historical Society will comply with all applicable safety laws, ordinances, rules, regulations, standards and lawful orders of any public authority bearing on the safety of persons or property, and

protection of such from damage, injury or loss. Historical Society will act with diligence to prevent threatened damage, injury or loss in an emergency affecting the safety of persons or property.

13. **Termination.** The provisions of this Agreement may be terminated at anytime by either party, with or without cause. Whereupon, to the extent applicable, if the termination is without cause and initiated by City, Historical Society shall vacate the Train Depot with Pavilion, Cooper Library and Quonset Hut Buildings and the management and operation thereof shall be the responsibility and right of the City. If the termination is without cause and initiated by Historical Society, Historical Society shall vacate all Site Buildings and the management and operation thereof shall be the responsibility and right of the City. In the event of default of any of the terms and conditions of this Agreement by Historical Society, City shall provide to Historical Society thirty (30) days written notice of said default, whereupon if Historical Society fails to cure the alleged default, City, at its sole option shall have the right to terminate the Agreement in its entirety. In such an event, the termination shall be considered a termination without cause as initiated by Historical Society.

14. **Use Right Only.** This Agreement grants rights to use the Site and creates no possession or ownership interest in favor of Historical Society in the Site, except for as related to the contents of the Site buildings as set forth above.

15. **Concessions.** Historical Society may operate a concession or food preparation facility as approved by the City in writing. Historical Society must provide all necessary food, supplies and equipment needed for concessions and secure at their expense any and all necessary health permits. Furthermore, Historical Society shall not sub-lease concession stand out to any third party without written approval by the City.

16. **Improvements.** Historical Society shall not make any alterations or improvements to the Site, or any facility thereon, without prior written approval from the City. The City reserves the right to deny any such request in its sole discretion. As part of the review process for any such request Historical Society shall submit, at its sole expense, any plans, specifications, and location for all improvements to the Site to the City for review and approval. It is mutually agreed that any structure, facility or improvement constructed, installed and permanently attached to the property shall become the property of the City.

17. **Amendments.** This Agreement may be amended only through a written document executed by both parties.

18. **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party. Failure to comply with this provision may result in immediate termination of this Agreement.

19. **Notice.** All notices required to be given under this agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

As to the City: City Manager
 Post Office Box 120219
 Clermont, FL 34712

As to the Historical Society: 490 West Avenue
 Clermont, FL 34712
 Attn: _____

20. **Governing Law/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any action hereunder shall be exclusively in Lake County, Florida.

21. **Signatory.** Each signatory below represents and warrants that he or she has full power and is duly authorized by their respective party to enter into and perform this Agreement. Such signatory also represents that he or she has fully reviewed and understands the above conditions and intends to fully abide by the conditions and terms of this Agreement as stated.

22. **Entire Agreement.** This Agreement contains the entire agreement between the parties. This Agreement shall replace and terminate in their entirety, any prior agreements, whether written or oral, between and among the parties. No promises, representations, warranties or covenants not included herein has been or shall be relied upon by either party. Any modifications, additions, or amendments hereto must be in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 11th day of June 2013.

Attest:

By: Tracy Ackroyd
Tracy Ackroyd, City Clerk

The City of Clermont,

By: Harold Turville, Jr.
Mayor Harold Turville, Jr.
Date: June 11, 2013

Attest:

South Lake Historical Society, Inc.

By: Steve B...
Title Life member
SLHS

By: Catherine Blackburn Nagel
Name: Catherine Blackburn Nagel
Title: President - CED
Date: 6/24/13

BYLAWS
OF
SOUTH LAKE COUNTY HISTORICAL SOCIETY, INC.
A Florida Not-For-Profit Corporation

ARTICLE I – OFFICES

SECTION 1 – PRINCIPAL OFFICE: The principal office of this Corporation shall be at 490 West Avenue, Clermont, Florida, 34711, with a mailing address of P.O. Box 121723, Clermont, FL 34712. From time to time these Bylaws may be amended to change the Principal Office address or mailing address of the Corporation.

SECTION 2 – REGISTERED OFFICE AND AGENT: The Registered Agent of the Corporation shall be the Corporation's attorney, who at the time of these amendments is Merideth Nagel, P.A., 450 E. Hwy 50, Suite 4, Clermont, FL 34711. Such Registered Agent shall serve until a successor is elected by the Board of Directors. The Corporation shall keep the Secretary of State of the State of Florida informed as to successor changes in the Registered Office and Registered Agent of the Corporation.

ARTICLE II – MEMBERS AND MEETINGS

SECTION 1 – QUALIFICATION: Membership is open to all persons over the age of sixteen (16) years who are interested in furtherance of the purposes of the Corporation.

SECTION 2 – MANNER OF ADMISSION: Each application for Voting Membership must be sponsored by a Voting Member in good standing and be approved by a majority of the Board of Directors present at a meeting duly held in order for the applicant to become a Voting Member.

SECTION 3 – MEMBERSHIP CLASSES: There shall be two classes of Membership, described below, but each Member of each class shall be a "Voting Member;" provided, however, that each Member must be a Member in good standing, with dues current, in order to be authorized to vote. Each Voting Member shall be entitled to one vote on each matter submitted to a vote at a meeting of Members.

- (a) **Regular Members:** Shall have all the rights and privileges of Members of the Corporation, with annual dues of \$25 per Member, which may be increased from time to time at the discretion of the Board of Directors without amendment to these Bylaws.
- (b) **Life Members:** Shall have all the rights and privileges of Members of the Corporation, with one-time lifetime dues of \$500 per Member, which may be increased from time to time at the discretion of the Board of Directors without amendment to these Bylaws. The Board of Directors also, from time to time and in

its own discretion, may appoint an individual as a Life Member without requiring payment of the lifetime dues, in recognition for special service or extraordinary contribution to the Corporation.

SECTION 4 – ANNUAL MEETINGS OF THE MEMBERSHIP: The annual meeting of the Members of the Corporation shall be held at the times and places designated by the Board of Directors or the President of the Corporation, but shall be held at least once every twelve (12) months; however, failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors of the Corporation or the validity of actions of the Corporation. At the Annual Meeting the Members shall: (1) elect the Board of Directors, upon the recommendation of the Nominating Committee, such committee to be elected by the currently sitting Board of Directors; (2) consider and vote upon any proposed amendments to the Corporation's Bylaws; and (3) consider such other and further business as is proper.

SECTION 5 – REGULAR MEETINGS OF THE BOARD OF DIRECTORS: At the Annual Meeting, or as soon thereafter as may be accomplished, the Board of Directors shall set its meeting schedule for the upcoming year, with such meeting schedule to be noticed to each Member and open for each Member to attend.

SECTION 6 – REGULAR MEETINGS OF THE EXECUTIVE COMMITTEE: At the Annual Meeting, the Board of Directors shall elect, by a simple majority at its absolute discretion, the Executive Committee, which shall consist of the Chairman of the Board, the President, the Vice-President, the Secretary, and the Treasurer. At the Annual Meeting, or as soon thereafter as may be accomplished, the Executive Committee shall set its meeting schedule for the upcoming year, with such meeting schedule to be noticed to each Member and open for each Member to attend. The Executive Committee shall consult with and advise the Board of Directors in the management of the Corporation's affairs and shall have and may exercise, to the extent provided in the resolution of the Board of Directors, such powers of the Board of Directors as can be lawfully delegated by the Board.

SECTION 7 – PLACE OF MEETINGS: The Board of Directors may designate any place, within the State of Florida, as the place of meeting for any meeting of: (1) all Members; (2) the Board of Directors; and (3) the Executive Committee. If no designation is made, then the place of the meeting shall be the principal office of the Corporation in the State of Florida.

SECTION 8 – SPECIAL MEETINGS OF THE MEMBERSHIP: Special Meetings of Members may be called by the President or by a majority of Board of Directors then in office. The purpose of each special meeting shall be stated in the notice and may only include purposes which are lawful and proper for Members to consider.

SECTION 9 – NOTICE OF SPECIAL MEETING: Written or printed notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered personally or by mail no less than five (5) days nor more than thirty (30) days before the date of the meeting. Notice shall be given by or at the direction of the President or the Secretary or the persons calling the meeting to each Member of record entitled to vote at the meeting. If mailed, such notice shall be deemed to have been

delivered when deposited in the United States Mail addressed to the Member at his address as it appears on the records of the Corporation with postage thereon prepaid.

SECTION 10 – WAIVER OF NOTICE: A written waiver of notice signed by a Member, whether before or after a meeting, shall be equivalent to the giving of such notice of such meeting. Attendance of a Member at a meeting shall constitute a waiver of notice of such meeting, except when the Member attends for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

SECTION 11 – VOTING RECORDS: If the Corporation has six (6) or more Members of record, the officers having charge of the Membership records of the Corporation shall make, at least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at such meeting or any adjournment thereof. The list shall be kept on file at the registered office of the Corporation or at the principal place of business of the Corporation, and any Member shall be entitled to inspect the list at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting and shall be subject to the inspection of any Member at any time during the meeting. If the requirements of this section have not been substantially complied with, then upon demand of any Member in person or by proxy, the meeting shall be adjourned until the requirements are complied with. If no such demand is made, failure to comply with the requirements of this section shall not affect the validity of any action taken at such meeting.

SECTION 12 – MEMBER QUORUM AND VOTING AT ANNUAL AND SPECIAL MEETINGS: Attendance by all members present and in good standing shall constitute a quorum, whether such Members appear in person or by proxy. If a quorum is present, unless otherwise provided by law or in the Articles of Incorporation, the affirmative vote of a majority of the Members at the meeting entitled to vote on the subject matter shall be the act of the Members. If a quorum is not present when a meeting starts, then a majority of the Members at the meeting may adjourn the meeting from time to time without further notice until a quorum is present.

SECTION 13 – PROXIES: Every Member entitled to vote at a meeting of Members may authorize another person or persons to act for him by proxy, which proxy must state the purpose, nature, date, time and location of the meeting. Every proxy shall be in writing and shall be signed by the Member or his otherwise duly authorized attorney-in-fact. Every proxy shall be revocable at the pleasure of the Member executing it, except as otherwise provided by law.

ARTICLE III – BOARD OF DIRECTORS

SECTION 1 – GENERAL POWERS: Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Florida Not For Profit Corporation Act concerning corporate action that must be authorized or approved by the Members of the Corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the management and affairs of the Corporation shall be controlled by the Board of Directors.

SECTION 2 – NUMBER, QUALIFICATION, ELECTION AND TENURE: The number of Directors shall be the number elected from time to time in accordance with these Bylaws. The current number of Directors is nine (9), but may be increased or decreased from time to time by action of the Board of Directors and by election in accordance with these Bylaws. The Directors need not be residents of Florida. Directors shall be elected by the Members at the annual meeting of Members and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

SECTION 3 – ANNUAL MEETINGS OF THE BOARD OF DIRECTORS: The Board of Directors shall hold its annual meeting at the same place as and immediately following each annual meeting of Members for the purpose of the election of the its Chairman and Officers, which shall comprise the Executive Committee, and the transaction of such other business as may come before the meeting. If a majority of the Directors are present at the annual meeting of Members, no prior notice of the annual meeting of the Board of Directors shall be required. However, another place and time for such meeting may be fixed by written consent of all of the Directors.

SECTION 4 – SPECIAL MEETINGS OF THE BOARD OF DIRECTORS: Special meetings of the Board of Directors may be called by the Chairman of the Board or the President, who may fix a reasonable time and place for holding them.

SECTION 5 – TELEPHONE AND/ OR ELECTRONIC PARTICIPATION AND EMAIL VOTING: Directors may participate in meetings of the Board of Directors by means of a conference telephone, video conference, or similar communications equipment by which all persons participating can communicate with each other at the same time, and participation by such means shall constitute presence in person at such a meeting. The Chairman of the Board may also allow a Director to vote via Electronic Mail on any item to be considered by the Board at any duly called meeting, provided that the Director gives the Chairman advanced notice that the Director cannot attend the meeting.

SECTION 6 – QUORUM AND VOTING AT DIRECTOR MEETINGS: A majority of Directors in office shall constitute a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Board of Directors. If less than a quorum is present, then a majority of those Directors present may adjourn the meeting from time to time without notice until a quorum is present.

SECTION 7 – VACANCIES: Any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of the remaining Directors (even though it is less than a quorum of the Board of Directors) unless otherwise provided by law or the Articles of Incorporation. A Director elected to fill a vacancy shall hold office only until the next election of Directors by the Members. Any directorship to be filled by reason of an increase in the number of Directors shall be filled by election at an annual meeting of Members or a special meeting of Members called for that purpose.

SECTION 8 – REMOVAL: At any meeting of the Members called expressly for that purpose, any Director or Directors may be removed from office, with or without cause, by a vote

of a majority of the Members then entitled to vote at an election of Directors. New Directors may be elected by the Members for the unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the Members fail to elect persons to fill the unexpired terms of removed Directors, and if the Members did not intend to decrease the number of Directors to serve on the Board, then the vacancies unfilled shall be filled in accordance with the provisions of these Bylaws for vacancies. The above notwithstanding, the Chairman has the discretion to remove any Director failing to attend scheduled meetings for five (5) consecutive meetings or six (6) meetings in a twelve (12) month period, unless such absences are excused.

SECTION 9 – PRESUMPTION OF ASSENT: A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he votes against such action or abstains from voting because of an asserted conflict of interest.

ARTICLE IV – OFFICERS

SECTION 1 – OFFICERS: The Officers of this Corporation shall be a Chairman of the Board, President, Vice-President, Secretary and Treasurer, each of whom shall be elected by the Board of Directors, and such other officers and assistant officers as may be deemed appropriate may be elected by the Board of Directors from time to time. A failure to elect a Chairman of the Board, President, Vice President, Secretary or Treasurer shall not affect the existence of the Corporation.

SECTION 2 – ELECTION AND TERM OF OFFICE: The Officers of the Corporation shall be elected annually by the Board of Directors at its meeting after each annual meeting of Members. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each Officer shall hold office until his successor shall have been duly elected and shall have qualified, or until his death, or until he shall resign or shall have been removed in the manner hereinafter provided.

SECTION 3 – REMOVAL: Any Officer may be removed from office at any time, with or without cause, on the affirmative vote of a majority of the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served thereby. Removal shall be without prejudice to any contract rights of the person so removed, but election of an Officer shall not of itself create contract rights.

SECTION 4 – VACANCIES: Vacancies in offices, however occasioned, may be filled at any time by election by the Board of Directors for the unexpired terms of such offices.

SECTION 5 – DUTIES: The Chairman of the Board shall preside at all meetings of the Board of Directors and of the Members. The President shall be the chief executive officer of the Corporation and shall preside at all meetings of the Executive Committee. Subject to the foregoing, the Officers of the Corporation shall have such powers and duties as usually pertain to their respective offices and such additional powers and duties specifically conferred by law, by the Articles of Incorporation, by these Bylaws, or as may be assigned to them from time to time by the Board of Directors.

SECTION 6 – DELEGATION OF DUTIES: In the absence or disability of any Officer of the Corporation or for any other reason deemed sufficient by the Board of Directors, the Board may delegate his powers or duties to any other Officer or to any other Director.

ARTICLE V – OTHER COMMITTEES

SECTION 1 – CREATION OF COMMITTEES: The Board of Directors may, by resolution passed by a majority of the whole Board, designate any committee it deems necessary or advisable for the conduct of the Corporation's business. Such committees shall have such functions and may exercise such power of the Board of Directors as can be lawfully delegated and to the extent provided in the resolution or resolutions creating such committee or committees.

SECTION 2 – COMMITTEE MEETINGS: Regular meetings of any designated committee may be held without notice at such time and at such place as shall from time to time be determined by the Members of such committees.

SECTION 3 – VACANCIES: Vacancies on any committee shall be filled by the Board of Directors then in office at any regular or special meeting of the Board of Directors.

SECTION 4 – QUORUM: At all meetings of any committee a majority of the committee present shall constitute a quorum for the transaction of business.

SECTION 5 – MANNER OF ACTING: The acts of a majority of the Members of any committee present at any meeting at which there is a quorum shall be the act of such committee.

SECTION 6 – MINUTES: Each committee shall keep regular minutes of their proceedings and report the same to the Board of Directors when required.

ARTICLE VI – BOOKS, RECORDS AND REPORTS

SECTION 1 – REPORT TO MEMBERS: The Corporation shall make available upon request a copy of the annual report to the Members of the Corporation not later than four (4) months after the close of each calendar year of the Corporation. Such report shall include a balance sheet as of the close of the calendar year and a revenue and disbursement statement for the year ending. Such financial statements shall be prepared from and in accordance with the books of the Corporation, in conformity with generally accepted accounting principles applied on a consistent basis.

SECTION 2 – INSPECTION OF CORPORATE RECORDS: Any person who is a Member in good standing of the Corporation shall have the right, for any proper purpose and at any reasonable time, on written demand stating the purpose thereof, to examine and make copies from the relevant books and records of accounts, minutes, and records of Members of the

Corporation. Upon the written request of any Member in good standing, the Corporation shall mail to such Member a copy of the most recent balance sheet and revenue and disbursement statement. If such request is received by the Corporation before such financial statements are completed, said financial statements shall be mailed to such Member as soon as they become available. In any event, the financial statements must be mailed within four (4) months after the close of the last fiscal year. Additionally, balance sheets and revenue and disbursement statements shall be filed in the registered office of the Corporation in Florida and shall be kept for at least five (5) years, and shall be subject to inspection during business hours by any Voting Member, in person or by agent.

ARTICLE VII – PURPOSE

The Corporation is organized exclusively for charitable and educational purposes. It shall promote and encourage historical research; acquire, by purchase, gift, devise, or otherwise, the title to, or the custody and control of, historic locations and structures; to preserve and protect buildings and sites of historic interest; to collect and preserve records, relics, and other things of historic interest; to mark places of historic interest with suitable monuments and markers; to foster and promote public knowledge of and interest in local and national history. Notwithstanding any other provisions of these Bylaws, these purposes are limited to those described in Section 501 (c)(3) of the Internal Revenue Code of 1954 or any other corresponding provision of any future United States Internal Revenue Code.

ARTICLE VIII – FISCAL YEAR

The fiscal year of the Corporation shall be the calendar year.

ARTICLE IX - INDEMNIFICATION

The Corporation shall indemnify each Officer and Director, including former Officers and Directors, to the full extent permitted by the Florida General Corporation Act and the Florida Not For Profit Corporation Act.

ARTICLE X – NONPROFIT OPERATION

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its Members, trustees, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Bylaws, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a Corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a Corporation, contributions to which are deductible under section 170(c)(2) of the Internal

Revenue Code, or the corresponding section of any future federal tax code. Further, notwithstanding any other provision of herein, this Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XI – AMENDMENTS

These Bylaws may be altered, amended or replaced by new Bylaws in the discretion of the Board of Directors, subject to the approval by vote of the members. Any such alteration, amendment or replacement shall become effective immediately upon member vote.

WE HEREBY CERTIFY that the foregoing Bylaws of the Corporation named below were duly adopted by the Board of Directors on the 13th day of Dec., 2010.

SOUTH LAKE COUNTY HISTORICAL
SOCIETY, a Florida Corporation

By:

Louise Stockton
Louise Stockton, President

Attest:

Dolores Walker
Dolores Walker, Secretary



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 23, 2019	
Agenda Item Name	
Resolution No. 2019-16R <i>Walmart/Avis Rental</i>	
Requested Action	
Recommend approval of Resolution No. 2019-16R	
Staff Report	
The applicant, Budget Truck Rental is requesting an amendment to the Conditional Use Permit (Resolution 1316 and Resolution 2016-12) to allow a self-service vehicle/truck rental business at the existing store. The Walmart Supercenter is located at 1450 Johns Lake Rd. The subject property is zoned (PUD) Planned Unit Development with permitted uses that includes general retail and grocery sales, liquor store, garden center, professional offices, personal services, restaurants, gas station, and a Tire and Lube Express Center.  The self service vehicle rental business will be allowed a maximum of (5) five designated parking spaces for rental vehicles. The rental vehicles may include (2) pick-up trucks, (2) cargo vans and one (1) 12' box truck parked on site. All rental services will be conducted via a self-service kiosk and smart phones. No rental service representative will be located at this location. The proposed business will not increase the existing commercial square footage of the store. The applicant indicated, the objective of the self-service rental business is to provide customers and residents the convenience of renting a large vehicle to transport big and bulky items. Staff has reviewed the existing onsite parking and finds the store has sufficient parking to accommodate the requested designated (5) five spaces and still meet the City's Parking Code, Chapter 98. Staff has reviewed the application as submitted and finds the proposed use will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity and the proposed use will comply with the regulations and conditions specified. Therefore, staff recommends approval of the Conditional Use Permit with the conditions contained in Resolution No. 2019-16R <i>The Planning and Zoning Commission at their meeting held on July 2, 2019, voted unanimously to</i>	

recommend approval of Resolution No. 2019-16R.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---------------------------|-------------------------------|
| 1. | CUP RES 2019-16R | CUP RES 2019-16R.docx |
| 2. | Location Map | Location Map.pdf |
| 3. | site map | site map.pdf |
| 4. | application | application.pdf |
| 5. | WALMART-AVIS CUP Legal AD | WALMART-AVIS CUP Legal AD.pdf |



CITY OF CLERMONT
RESOLUTION NO. 2019-16R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT (RESOLUTION 1316 AND 2016-12) TO ALLOW FOR AN AUTOMATED AUTOMOTIVE RENTAL SERVICES BUSINESS IN A (PUD) PLANNED UNIT DEVELOPMENT ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held on July 2, 2019, recommended approval of this amendment to the Conditional Use Permit to allow an automated auto/truck rental services business be located in the existing Wal-Mart; at the following location:

LOCATION:

Walmart Supercenter
1450 John's Lake Road
(Alternate Key 3836309)

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 the Conditional Use Permit to allow an automotive/truck rental services business be located at the existing Wal-Mart Store, be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No further expansion of the use or additions to the facility shall be permitted except as approved by another Conditional Use Permit.
3. Formal construction plans, incorporating all conditions stated in this Permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or other development permits. The Conceptual Site Plans submitted with the Conditional Use Permit application are not the approved Construction Plans.



CITY OF CLERMONT
RESOLUTION NO. 2019-16R

4. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
5. The final Certificate of Occupancy shall not be issued until each of the stated conditions has been met.
6. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may revoke this Conditional Use Permit by resolution.
7. The conditional use permit must be executed and filed in the office of the City Clerk within 90 days of its date of grant by the City Council or the Permit shall become null and void.
8. The applicant shall record in the Public Records of Lake County within 90 days of its date of approval by the City Council, a short-form version of this Conditional Use Permit as provided by the City or a form acceptable to the City, to provide notice to all interested parties, the assigns, successors and heirs of the developer/applicant and all future owners of the above-referenced property that the real property described above is subject to the terms and conditions of the Conditional Use Permit.
9. This Permit shall become null and void if substantial construction work has not begun within two (2) years of the date of this Conditional Use Permit is executed and signed by the permittee. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.

SECTION 2. Land Use

1. This Conditional Use Permit is to allow an automotive/truck rental services business be located at the existing Wal-Mart Super-Center that will include general retail sales, a garden center, liquor store, grocery store, pharmacy, personal services, professional offices, restaurants, a gas station, and a Tire and Lube Express. The maximum permitted floor space is 222,590 square foot.
2. **The automotive/truck rental services business shall be limited to a maximum of five (5) designated parking spaces, and five (5) onsite rental vehicles, that may include pick-up trucks, cargo vans and 12' box trucks. All rental services shall be performed through an automated self-service kiosk and smart phone. The business will not have a rental representative located onsite.**



CITY OF CLERMONT
RESOLUTION NO. 2019-16R

SECTION 3. Site Development

1. Detailed grading, erosion control, and dust abatement plans for the entire site shall be submitted to and approved by the Site Review Committee prior to Construction Plan approval and the initiation of development activity. The dust abatement plan shall detail measures to be taken to eliminate the migration of dust particles from the site.
2. The permittee/developers shall provide ground cover on all out parcel and disturbed areas, where construction is not immediately intended. Ground cover shall be provided in accordance with an approved ground cover plan acceptable to the City in accordance with Best Management Practices (BMP) of the United States Department of Agriculture Soil Conservation Service.
3. All excavated material shall be stored in a location approved by the City Engineer.
4. Ingress and egress to the site for construction shall be determined by the City Engineer.

SECTION 4. Transportation Improvements

1. Sidewalks shall be required along all public road frontages, including U.S. Highway 27, in accordance with Florida Department of Transportation and City Codes.
2. Based upon results of the traffic study, the City may require that transportation improvements, necessitated by the portion of the project for which a building permit is sought, be made at the time of construction of that portion of the project. Project specific on-site/off-site transportation improvements consistent with identified project impacts, per the traffic study, will be the sole responsibility of the developer.
3. Citrus Tower Boulevard shall be constructed from Hooks Street to Johns Lake Road prior to issuance of the Certificate of Occupancy for the Wal-Mart Supercenter.
4. The right-of-way for the frontage road shall be dedicated prior to Construction Plan approval. The frontage road shall be constructed from Citrus Tower Boulevard to the north property line prior to issuance of a Certificate of Occupancy.
5. A signal warrant analysis for the intersection of U.S. Highway 27 and Johns Lake Road shall be completed and submitted to Florida Department of Transportation prior to Construction Plan approval. The Certificate of Occupancy for the Wal-Mart store will not be issued until the signal is installed and operational.
6. A signal shall be installed and operational at the intersection of Citrus Tower Boulevard and Johns Lake Road prior to the issuance of a Certificate of Occupancy.



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RESOLUTION NO. 2019-16R

7. Dual southbound left-turn lanes from U.S. Highway 27 onto Johns Lake Road shall be constructed prior to issuance of a Certificate of Occupancy. An additional eastbound lane with appropriate turn lanes shall be constructed on Johns Lake Road between U.S. Highway 27 and Citrus Tower Boulevard.
8. A mass transit stop shall be provided on site in accordance with the Lost Lake Reserve Development of Regional Impact and Planned Unit Development.

SECTION 5. Utilities and Storm water

1. Restaurants will be required to install grease traps at a size to be determined by the Environmental Services Director.

SECTION 6. Landscaping and Miscellaneous Site Improvements

1. Side slopes of the water retention areas shall be sodded and landscaped with trees. Trees shall be provided in the water retention areas that are appropriate for the soils and hydrology of the area.
2. The project shall be plumbed for reuse water with purple piping. Until such time as reuse water is available, irrigation water shall be provided for by well.
3. Cardboard recycling dumpsters shall be in dumpster enclosures constructed per Code.

SECTION 7. Signage

1. All signs for the project shall be monument signs and their size and height, and so forth, shall be in accordance with the approved Lost Lake Planned Unit Development and the pending sign revision ordinance.
2. Only the lettering of the brand name on the fascia of the gas station canopy may be lit.

SECTION 8. Architectural Design Standards

1. Architectural Plans for all buildings must be approved by the Site Review Committee prior to Construction Plan approval.
2. All structures shall be designed and constructed in accordance with the following design standards and the pending Architectural Design Ordinance unless otherwise approved by the City of Clermont Site Review Committee.

Façades and Exterior Walls:

1. Ground floor façades 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.



CITY OF CLERMONT
RESOLUTION NO. 2019-16R

2. Façades 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 façade shall exceed one hundred (100) horizontal feet.
3. The loading areas shall be properly screened from public view. Proper screening shall include but not be limited to provision of a minimum 10-foot wide landscape buffer along the rear of the grocery and retail stores. All storage of pallets, cardboard boxes, and so forth, shall be within screened enclosures.

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 ($1/3$) 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. Façade 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.
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:

1. Each large retail establishment shall have a clearly defined customer entrance featuring no less than three (3) of the following:
 - a. canopies or porticos;
 - b. overhangs;
 - c. recesses/projections;
 - d. arcades;
 - e. peaked roof forms;



CITY OF CLERMONT
RESOLUTION NO. 2019-16R

- f. arches;
- g. architectural details such as tile work and moldings which are integrated into the building structure and design;
- h. integral planters or wing walls that incorporate landscaped areas and/or places for sitting.

Signage:

- 1. Neon tubing shall not be used in building signage unless within the framework of an enclosure. The blue background color for the Wal-Mart Supercenter signs shall be reduced to a limited area around the lettering. This area is to be determined by staff during Site Plan Review.
- 2. Signage may include store identification including garden center and contractor pickup, and so forth, but not advertising such as “We Sell for Less” or “Low Prices”, and so forth.

Lighting:

- 1. Light poles shall not be painted in primary colors. Parking lot lights shall be aimed straight down and be enclosed in a shroud so that light will not project out in an upward or horizontal direction.

Outdoor storage:

- 1. All materials stored outside must be within an opaque enclosure.
- 2. All landscape materials stored outside must be within an enclosure. If the enclosure is not opaque, the enclosure shall consist of columns of the same material as the primary structure with ornamental metal fencing as screening.
- 3. All fencing shall be ornamental metal; chain link fencing is prohibited.

Outdoor display:

- 1. Outdoor display will only be allowed by the garden center; this area shall be clearly delineated on the Site Plan. Outdoor display shall be separated into two categories: daily display and seasonal display. Daily display is to be taken into the store at the end of each business day, while seasonal display may remain outside overnight. Outdoor storage of inventories of fertilizer and landscaping materials, or any other inventory, is prohibited. Flowers that are displayed outside must be on movable carts and brought in after business hours. Parking spaces cannot be used for any outdoor display or storage of inventory.

Miscellaneous:

- 1. Cart corrals or returns shall be provided for in the parking lot. No advertising shall be allowed on the cart corrals.



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2. Outdoor storage of inventory in trailers or other storage systems shall be restricted to the six (6) parking spaces identified for this use on the approved Site Plan, and can only be utilized during the months of October through January.
3. All fencing, including fencing around water retention areas, shall be ornamental metal; chain link fencing is prohibited.



CITY OF CLERMONT
RESOLUTION NO. 2019-16R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of July, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

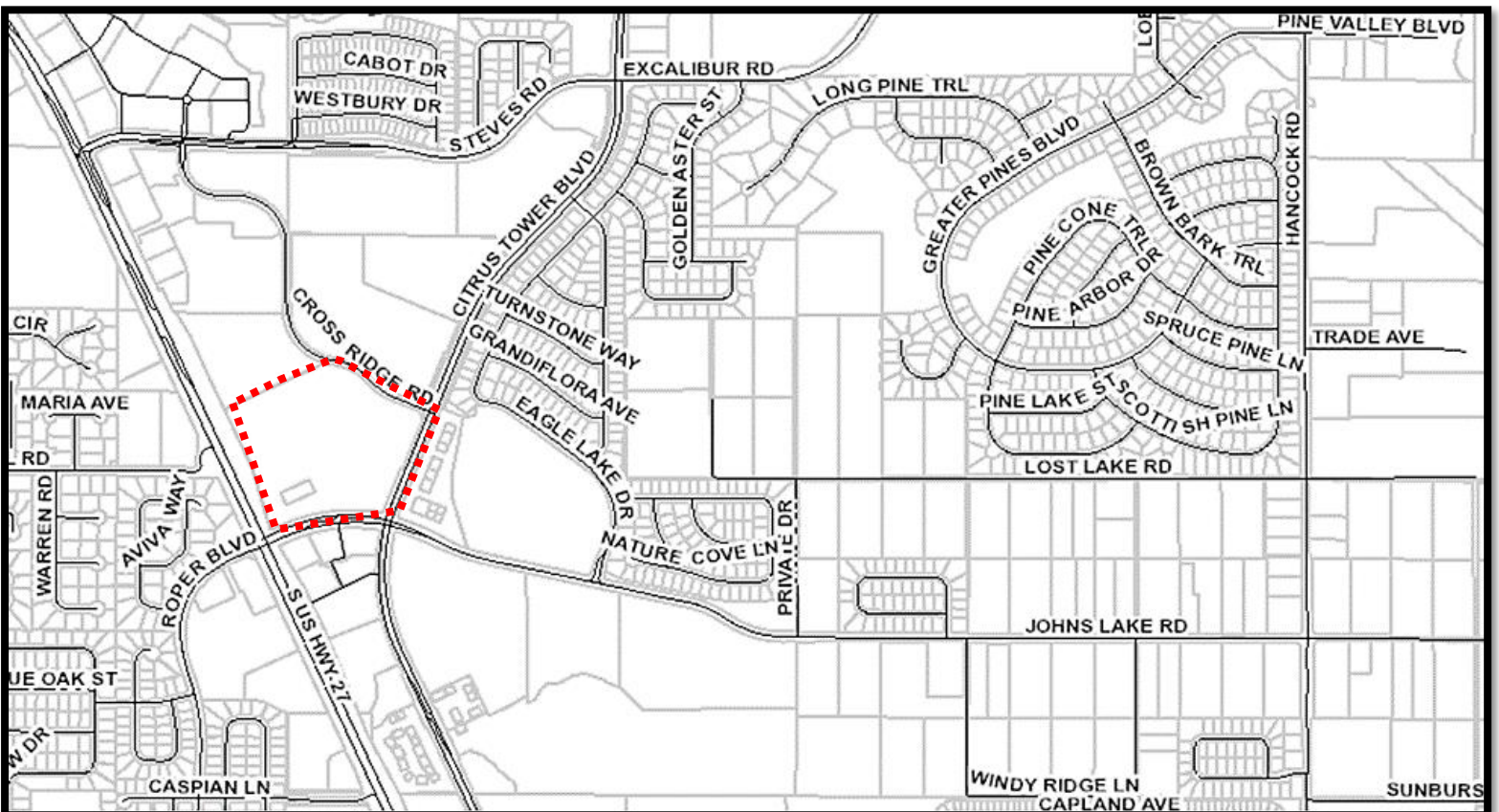
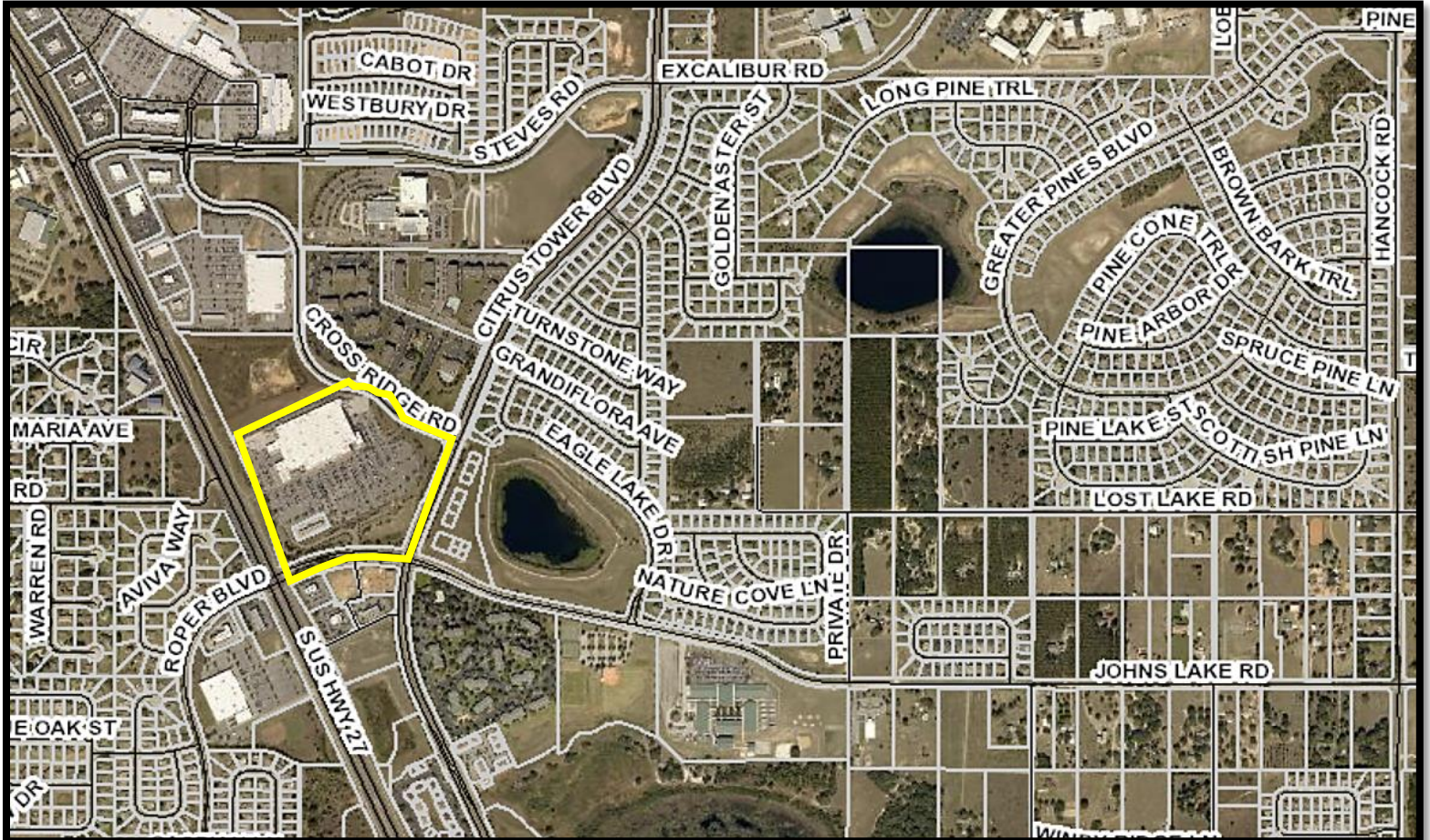
ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP





6/10

6/17

7/8



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

CUP 1906-0001

received
5/29/19 *je*DATE: 5/29/2019FEE: \$845
+ cost of advertisementPROJECT NAME (if applicable): Budget truck rental / WALMARTAPPLICANT: Stephen OdenheimerCONTACT PERSON: SameAddress: 12638 Crown Point CIRCity: Clermont State: FL Zip: 34711Phone: 703-906-0157 Fax: _____E-Mail: stephen.odenheimer@avisbudget.comOWNER: WALMARTAddress: PO Box 8050 MS 0555City: Bentonville State: AR Zip: 72712-8050

Phone: _____ Fax: _____

Address of Subject Property: 1450 Johns Lake Road, Clermont FL 34711General Location: US 27 & Johns LAKE ROADLegal Description (include copy of survey): AK 3836309Land Use (City verification required): Master PlannedZoning (City verification required): PUD



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.

Requesting the use of 5 specific parking spots, as identified above, for the use in the new Budget Truck Rental Self-Serve program. This program will be for 5 trucks only and will consist specifically of - 2 Pick-ups, 2 Cargo vans and 1 12' box truck. The number of trucks and the parking spots designated for these trucks will not increase. All parking spots will be specifically identified. The program requires no additional counter or support space as everything is performed via a smart phone. There will be no maintenance of any kind performed on the premises and Budget Truck will have a Budget employee that will regularly maintain appearance of fleet. This program will allow all individuals in Clermont to have use of these vehicles and is not subject to Walmart customers only. These vehicles will add a convenience for all Clermont residences by providing them with a well maintained ease of rental vehicle so that they may use by the hour, day or week to transport their goods. For example a customer buys an object too big for their vehicle like a flat screen TV or Mulch, etc., they can easily and conveniently rent one of the Budget Self Serve vehicles to get their goods home all by use of their smart phone at the vehicle.

Stephen Odenheimer
Applicant Name (print)

John Tanner
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 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: 10088546
Phone: (352) 241-7331
Date: 06/19/19
Ad Taker: liana.rickman

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a	06/25/2019	07/16/2019	\$167.68

LEGAL NOTICE

Ad No: 10088546
June 25, 2019 &
July 16, 2019

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow for a vehicle rental services business in (PUD) Planned Unit Development zoning district, at the following location:

LOCATION

Walmart
1450 Johns Lake Road
(AK 3836309)

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, July 2, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, July 23, 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

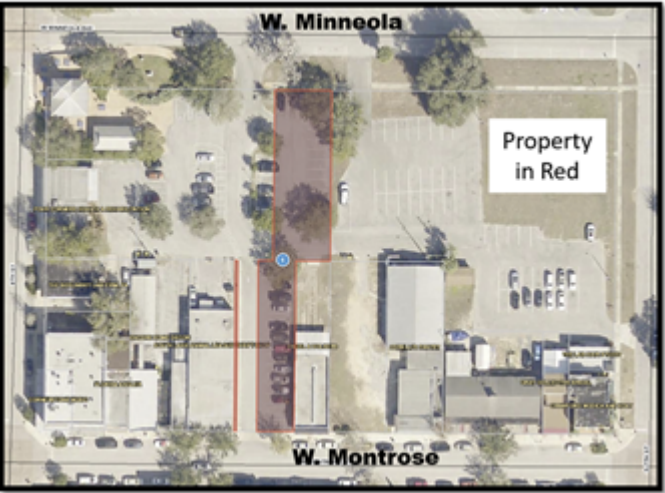
Payment Info	
Ad Price	\$167.68
Tax	\$0.00
Sub Total	\$167.68
Prepaid Amount	\$0.00
Balance Due	\$167.68



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 23, 2019	
Agenda Item Name	
Resolution No. 2019-18R <i>Art District LLC</i>	
Requested Action	
Recommend approval of Resolution 2019-18R.	
Staff Report	
The applicant is requesting a Conditional Use Permit (CUP) to allow a building to occupy more than 3,000 square feet of total floor area in the Central Business District (CBD). Under Sec. 122-243 of the Land Development Code, the CBD zoning district allows a variety of uses, but buildings over 3,000 square feet require a CUP. The applicant desires to construct a new retail building, approximately 4,800 square feet, with uses as restaurants, retail sales and an art walk. The proposed uses are permitted within the CBD zoning district. The proposed location is a vacant piece mid-block between West Minneola Avenue and West Montrose Street.	
	



The proposed uses are consistent with the area as a whole and would provide the applicant with an opportunity to redevelop the site. Staff has worked with the applicant on this project and finds no evidence that approving this Conditional Use Permit would be detrimental to the health, safety or general welfare of persons residing or working in the vicinity. In addition, granting the CUP will not adversely affect the City's Comprehensive Plan. Staff put a cap of 5,000 square feet on the building since the final engineering of the site may change the requested size slightly. Therefore, staff supports the applicant's request and recommends approval of Resolution No. 2019-18R to allow a building over 3,000 square feet. *Planning and Zoning recommended approval, 6-0.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	CUP RES 2019-18R Art District Formatted	CUP RES 2019-18R Art District Formatted.doc
2.	Map	Map.pdf
3.	MAP OF BOUNDARY SURVEY	MAP OF BOUNDARY SURVEY.pdf
4.	Montrose Street side flipped Art walk on the West side_	Montrose Street side flipped Art walk on the West side_.pdf
5.	South orientation_	South orientation_.pdf
6.	walkway view interior	walkway view interior.pdf
7.	APP	APP.pdf
8.	PROP CARD	PROP CARD.pdf
9.	Art Walk CUP Legal AD	Art Walk CUP Legal AD.pdf



CITY OF CLERMONT
RESOLUTION NO. 2019-18R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR RESTAURANT, RETAIL AND ART WALK USES TO OCCUPY MORE THAN 3,000 SQUARE FEET OF FLOOR SPACE IN THE CENTRAL BUSINESS DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held July 2, 2019 recommended approval of this Conditional Use Permit to allow for restaurant, retail, and art walk uses to occupy more than 3,000 square feet of floor space in the Central Business District; at the following location:

LOCATION:

Vacant land (12,900 +/- square feet) between 752 & 770 West Montrose Street
Alternate Key 1087210

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

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

This application for a Conditional Use Permit to allow for restaurant, retail, and art walk uses to occupy more than 3,000 square feet of floor space in the Central Business District; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

1. The conditions as set forth in this Conditional Use Permit shall be legally binding upon any heirs, assigns and successors in title or interest.
2. No 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.



CITY OF CLERMONT
RESOLUTION NO. 2019-18R

3. 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.
4. 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.
5. 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.
6. 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.
7. This permit shall become null and void if substantial construction work has not begun within two (2) years of the date of issuance of this Conditional Use Permit. "Substantial construction work" means the commencement and continuous prosecution of construction of required improvements ultimately finalized at completion.
8. The structure shall be inspected by the Fire Marshall for life safety requirements. All requirements must be met prior to any Certificate of Occupancy being issued.
9. 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.

SECTION 2. Land Use

1. Permitted uses shall include restaurant, retail, and art walk uses in a building not to exceed 5,000 square feet. Other permitted uses in the CBD zoning district are also permitted.



CITY OF CLERMONT
RESOLUTION NO. 2019-18R

DONE AND RESOLVED by the City Council of the City of Clermont, Lake County, Florida, this 23rd day of July, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Exhibit – Aerial & Visual – Art District LLC



View



Looking north through the walkway from Montrose

Description:

Map of Boundary Survey

Lot 11, 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.
AND

Page 1 of 3

The West 20.00 feet of Lot 12, 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.
LESS the East 0.45 feet of the South 61.99 feet thereof.

AND

The East 33.00 feet of 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.
LESS the East 18.00 feet of the West 20.00 feet of the East 33.00 feet
of said Lot 14, Block 80.

Notes:

- Bearings based on the North line of W. Montrose Street
as being N 89°27'39" W, Florida State Plane East datum.
- Legal description from the title commitment.
- Title commitment by Old Republic National Title Insurance Company
provided for this survey. Commitment No. 661409 A1
Dated: November 18, 2018 at 11:00 pm.
- No adjacent or underground improvements,
other than those shown, located this date.
- Subject property contains 12,909 square feet or 0.296 acres,
more or less.

Property is subject to an Agreement recorded in
ORB 185, Page 278.

Property is subject to a Utility Easement in
ORB 5173, Page 422. See page 2 for details.

City of Clermont

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

Certified to:

The Art District, LLC

Jeffrey P. Rhoden 12/21/18
JEFFREY P. RHODEN PSM #5322
STATE OF FLORIDA

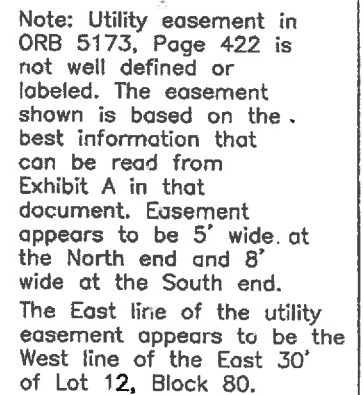
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL
RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND
MAPPER, THIS MAP/REPORT IS FOR INFORMATIONAL
PURPOSES ONLY AND IS NOT VALID.

Prepared for: 13039.006
The Art District, LLC

Rhoden Land Surveying, Inc.

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

Scale = 1"=20'



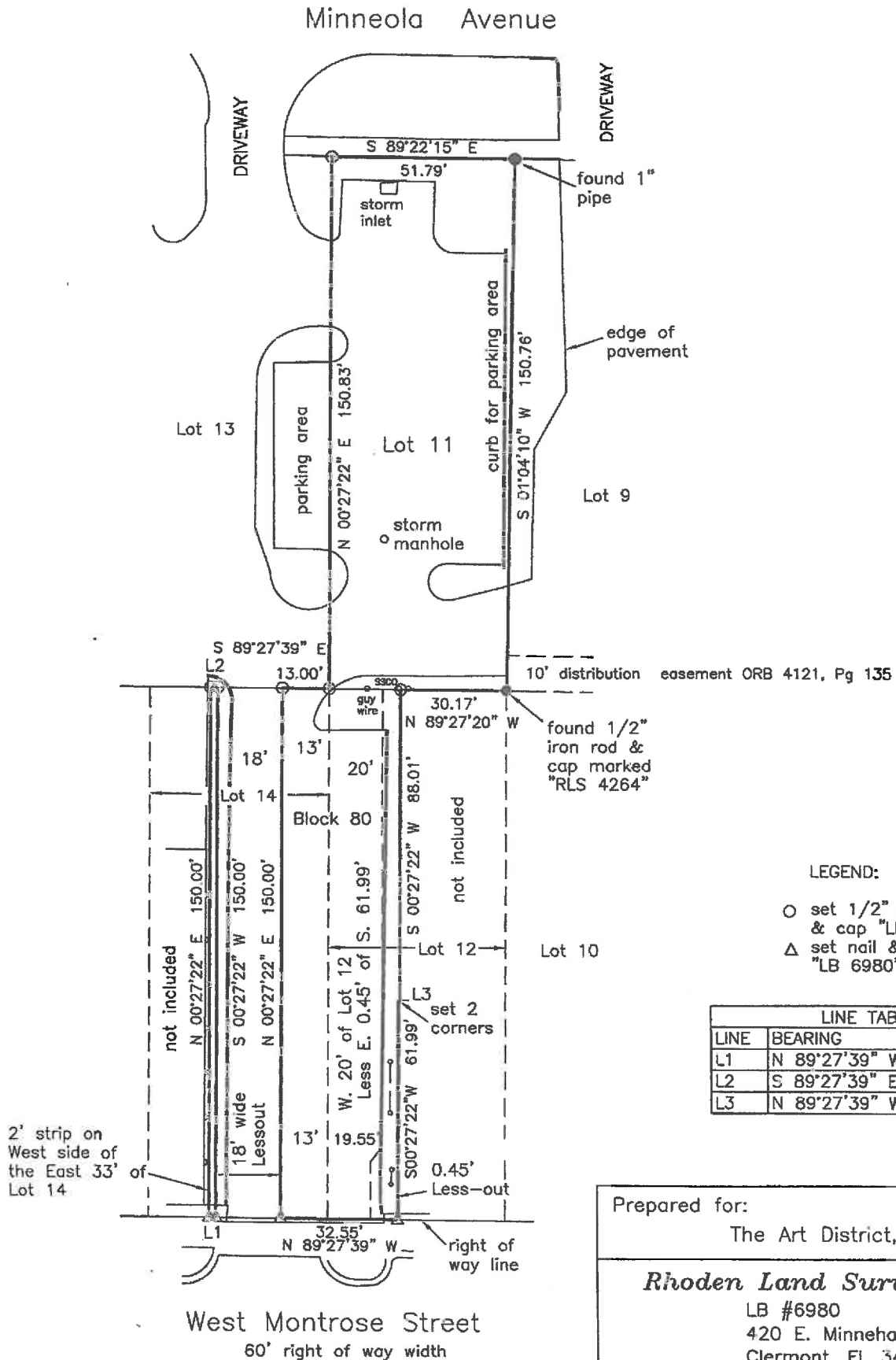
LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

Map of Boundary Survey

Page 3 of 3



Scale = 1"=40'



LEGEND:

- set 1/2" iron rod & cap "LB 6980"
- △ set nail & disk "LB 6980"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°27'39" W	2.00'
L2	S 89°27'39" E	2.00'
L3	N 89°27'39" W	0.45'

Prepared for: 13039.006
The Art District, LLC

Rhoden Land Surveying, Inc.

LB #6980
420 E. Minnehaha Ave.
Clermont, FL 34711
352-394-6255

THE ARTS DISTRICT

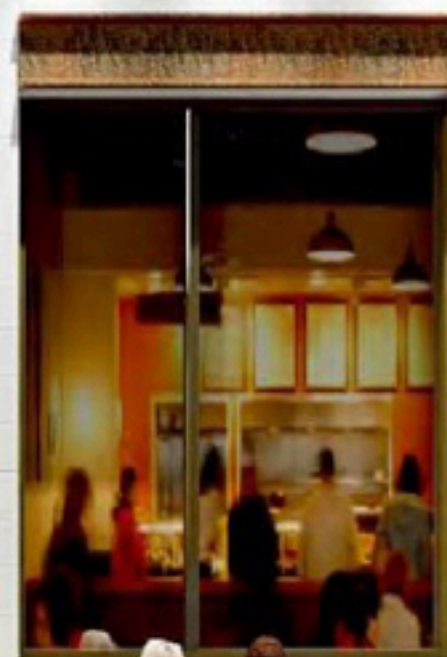
THE ARTS DISTRICT

PLUM

Sun Burst

Lake
Shore

SLOW
TWITCH





THE ARTS DISTRICT

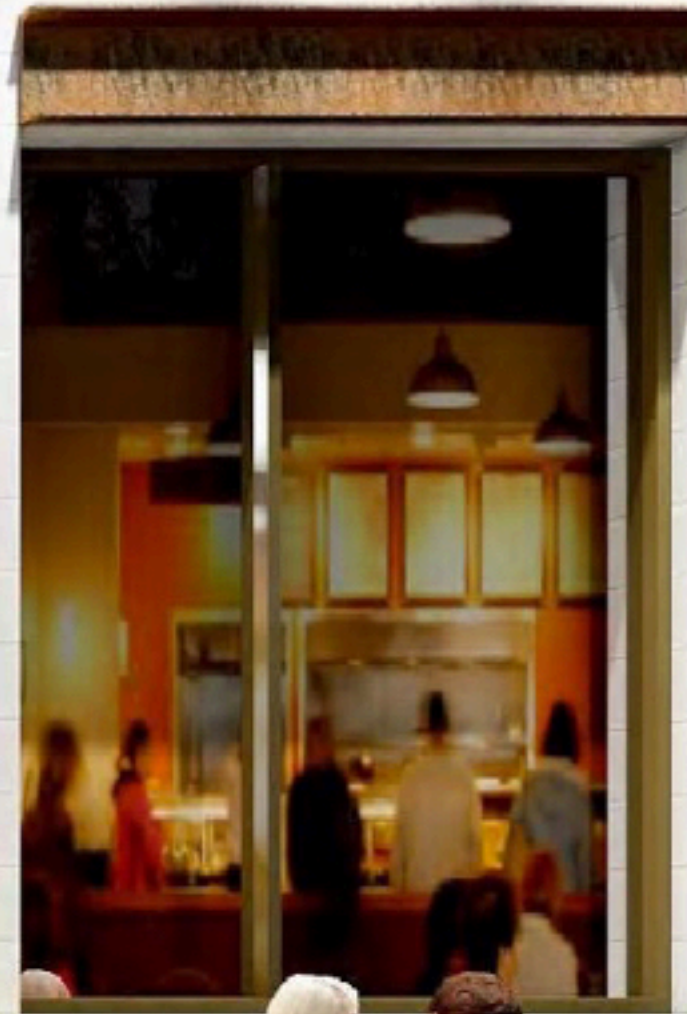
THE ARTS DISTRICT

PLUM

Sum Burst

Lake
Shore

SLOW
TWITCH



CUP1906-0004



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

DATE: May 29, 2019

FEE: _____

PROJECT NAME (if applicable): Art District

APPLICANT: Alex Stringfellow

CONTACT PERSON: Alex Stringfellow

Address: 2735 Woodside Ave

City: Winter Park State: FL Zip: 32789

Phone: 352 217 7710 Fax: _____

E-Mail: alex@fieldandform.com

OWNER: Art District LLC

Address: PO BOX 120788

City: Clermont State: FL Zip: 34711

Phone: 3522671104 Fax: _____

Address of Subject Property: 760 West Montrose Street

General Location: Downtown Clermont

Legal Description (include copy of survey): See Survey Alt # 1087210

Land Use (City verification required): Downtown MU

Zoning (City verification required): CBD

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

PROPERTY RECORD CARD

General Information

Owner Name:	ART DISTRICT LLC	Alternate Key:	1087210
Mailing Address:	PO BOX 120788 CLERMONT, FL 34712-0788 Update Mailing Address	Parcel Number: ⓘ	24-22-25- 0100-080- 01100
		Millage Group and City:	00C1 (CLERMONT)
		Total Certified Millage Rate:	17.6638
		Trash/Recycling/Water/Info:	My Public Services Map ⓘ
Property Location:	WEST MINNEOLA AVE CLERMONT FL 34711 Update Property Location ⓘ	Property Name:	-- Submit Property Name ⓘ School Locator & Bus Stop Map ⓘ School Boundary Maps ⓘ
Property Description:	CLERMONT PB 8 PG 17 LOT 11 AND WEST 20 FEET OF LOT 12--LESS EAST .45 FEET OF SOUTH 61.99 FEET--AND EAST 33 FEET OF LOT 14--LESS EAST 18 FEET OF WEST 20 FEET OF EAST 33 FEET OF LOT 14--ALL IN BLOCK 80 ORB 5254 PG 1631		

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

Land Data

Line	Land Use	Frontage	Depth	Notes	No. Units	Type	Class Value	Land Value
1	VACANT GOVT MUNICIPAL (8089)	0	0		12632.4	SF	\$0.00	\$113,692.00
Click here for Zoning Info ⓘ					FEMA Flood Map			

Miscellaneous Improvements

There is no improvement information to display.

Sales History

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

Book/Page	Sale Date	Instrument	Qualified/Unqualified	Vacant/Improved	Sale Price
5254 / 1631	3/15/2019	Warranty Deed	Qualified	Improved	\$148,500.00

[Click here to search for mortgages, liens, and other legal documents.](#) 

Values and Estimated Ad Valorem Taxes

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

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

Tax Authority	Market Value	Assessed Value	Taxable Value	Millage	Estimated Taxes
LAKE COUNTY BCC GENERAL FUND	\$113,692	\$113,692	\$0	5.11800	\$0.00
LAKE COUNTY MSTU AMBULANCE	\$113,692	\$113,692	\$0	0.46290	\$0.00
SCHOOL BOARD STATE	\$113,692	\$113,692	\$0	4.10700	\$0.00
SCHOOL BOARD LOCAL	\$113,692	\$113,692	\$0	2.24800	\$0.00
CITY OF CLERMONT	\$113,692	\$113,692	\$0	4.20610	\$0.00
ST JOHNS RIVER FL WATER MGMT DIST	\$113,692	\$113,692	\$0	0.25620	\$0.00
LAKE COUNTY VOTED DEBT SERVICE	\$113,692	\$113,692	\$0	0.13240	\$0.00
LAKE COUNTY WATER AUTHORITY	\$113,692	\$113,692	\$0	0.49000	\$0.00
SOUTH LAKE HOSPITAL DIST	\$113,692	\$113,692	\$0	0.64320	\$0.00
				Total: 17.6638	Total: \$0.00

Exemptions Information

This property is benefitting from the following exemptions with a checkmark 

Homestead Exemption (first exemption up to \$25,000)	Learn More View the Law
Additional Homestead Exemption (up to an additional \$25,000)	Learn More View the Law
Limited Income Senior Exemption (applied to county millage - up to \$50,000)	Learn More View the Law
Limited Income Senior Exemption (applied to city millage - up to \$25,000) 	Learn More View the Law
Limited Income Senior 25 Year Residency (county millage only-exemption amount varies)	Learn More View the Law
Widow / Widower Exemption (up to \$500)	Learn More View the Law
Blind Exemption (up to \$500)	Learn More View the Law
Disability Exemption (up to \$500)	Learn More View the Law
Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Disability Exemption (\$5000)	Learn More View the Law
Veteran's Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Veteran's Combat Related Disability Exemption (amount varies)	Learn More View the Law
Deployed Servicemember Exemption (amount varies)	Learn More View the Law
First Responder Total and Permanent Disability Exemption (amount varies)	Learn More View the Law
Surviving Spouse of First Responder Exemption (amount varies)	Learn More View the Law
Conservation Exemption (amount varies)	Learn More View the Law

Tangible Personal Property Exemption (up to \$25,000)

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

Religious, Charitable, Institutional, and Organizational Exemptions
(amount varies)

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

Economic Development Exemption

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

✓ Government Exemption (amount varies)

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

Exemption Savings ⓘ

The exemptions marked with a ✓ above are providing a tax dollar savings of:
\$2,008.24

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

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

Save Our Homes Assessment Limitation (3% assessed value cap)

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

Save Our Homes Assessment Transfer (Portability)

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

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

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

Conservation Classification Assessment Limitation

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

Agricultural Classification

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

Assessment Reduction Savings ⓘ

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

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

Copyright © 2014 Lake County Property Appraiser. All rights reserved.
Property data last updated on June 2, 2019.

[Site Notice](#)

LEGAL NOTICE

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a retail building greater than 3,000 square feet in the (CBD) Central Business District, at the following location:

LOCATION

Vacant parcel on West Minneola Avenue and east of 8th Street
(AK 1087210)

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, July 2, 2019 at 6:30pm.

A public meeting to consider the request will be held before the City Council on Tuesday, July 23, 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

Daily Commercial

June 25, 2019 and July 16, 2019



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, July 23, 2019	
Agenda Item Name	
Variance Request 1230 Ryan Street	
Requested Action	
Recommend denial of variance request	
Staff Report	
The applicant, Wood Properties Inc, is requesting a variance to the Land Development Code, Section 122-342 Accessory Structures Special Setbacks for property located at 1230 Ryan Street. The code requires any detached garage or storage building be located behind the front building line and must meet the setbacks for all other structures. The property zoning is R-2 Medium Density Residential which requires a 25-foot front yard setback.  The applicant is requesting a variance to allow a detached 550 square foot metal storage/garage be located in the 25 feet front yard setback. The proposed metal building will be 12 foot in height. The code requires any accessory building over 150 square feet and greater than 9 feet in height be located behind the front building line of 25 foot. The metal storage building will be 5 foot from the front yard property line. The side yard setback is 7.5 foot. The building will provide a 20-foot encroachment into the front yard setback. The applicant has indicated the detached metal building will be used for car storage. The visual aspect of the metal building is not in character with other storage structures. The metal building located in the front yard setback may be considered as not aesthetically pleasing and out of character with the surrounding properties. The accessory structure as submitted will provide a (two) 2 foot separation from the existing single family home and does not meet the separation requirements of the Florida Building codes. Section 86-174 of the Land Development Code requires a positive finding on the review criteria in order to grant a variance. Staff has reviewed the application as submitted and finds the application does not meet a positive finding on five of the five criteria. Therefore, staff recommends denial of the requested variance.	

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-1230 Ryan Street	New 86-174 Review Criteria-1230 Ryan Street.pdf
2.	LOCATION MAP	LOCATION MAP.pdf
3.	Site Plan	survey.pdf
4.	Shed Picture	Shed Picture.pdf
5.	Application	Application.pdf
6.	1230 Ryan St Legal AD	1230 RYAN ST VARIANCE.pdf

1230 Ryan Street - Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: *The proposed building will be placed in front of house and will not interfere with adjacent neighbors.*

Staff comments: *The variance request is to allow a detached metal accessory structure be located in the front yard setback. The Land Development Code, Section 122-342 Special setbacks require any garage or storage building be located behind the front building line and must meet the setbacks of the R-2 zoning District. The proposed structure is a detached metal building that is not consistent with the existing development pattern of the neighborhood. The detached structure is out of character with other buildings and will be encroaching into the required 25-foot front yard setback and will be 5 foot from the property line.*

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: *Most other properties have attached garages for vehicle storage.*

Staff comments: *The variance request is not the minimum variance allowed to allow reasonable enjoyment of the property, the applicant could construct an attached garage with a smaller foot-print that may not require a 20-foot variance to the Land Development Code. The attached garage would be part of the existing home and constructed with similar design and character of the neighborhood. The proposed metal garage is out of character with other properties located in the area.*

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: *The homeowner stores antique vehicles in a facility with monthly fees. Due to property not having a garage. If denied may force owner to sell property.*

Staff comments: *The requested variance to the land development code is not a reasonable use for the existing neighborhood character and intent of the Land Development Code, Section 122-342 Special Setbacks for accessory structures.*

Negative finding

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

Applicant response: *Would benefit property owner by allowing a place to store vehicles without monthly fees.*

Staff comments: *The variance request is not consistent with the comprehensive plan goals, objectives and policies for single family residential.*

Negative 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;

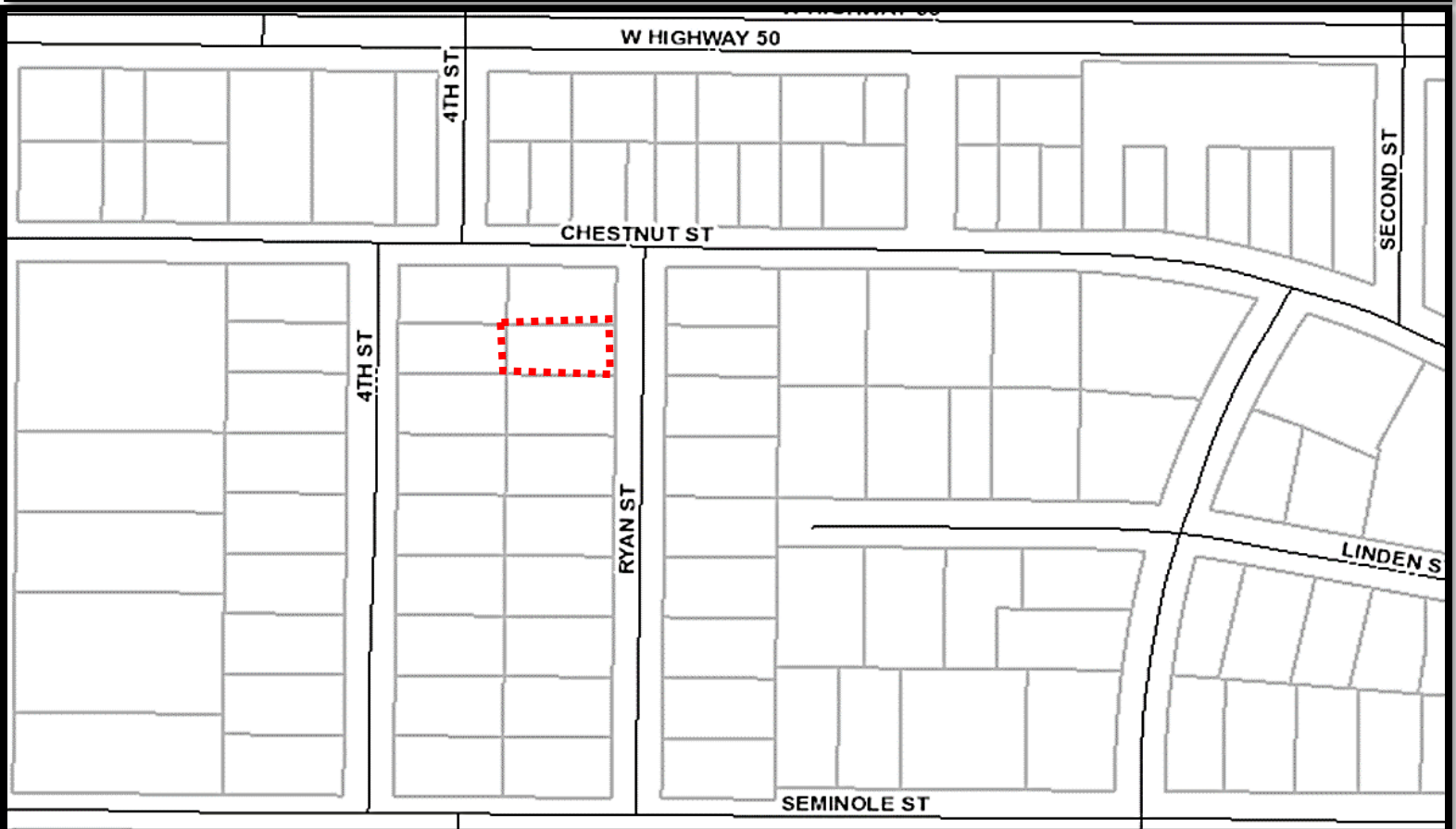
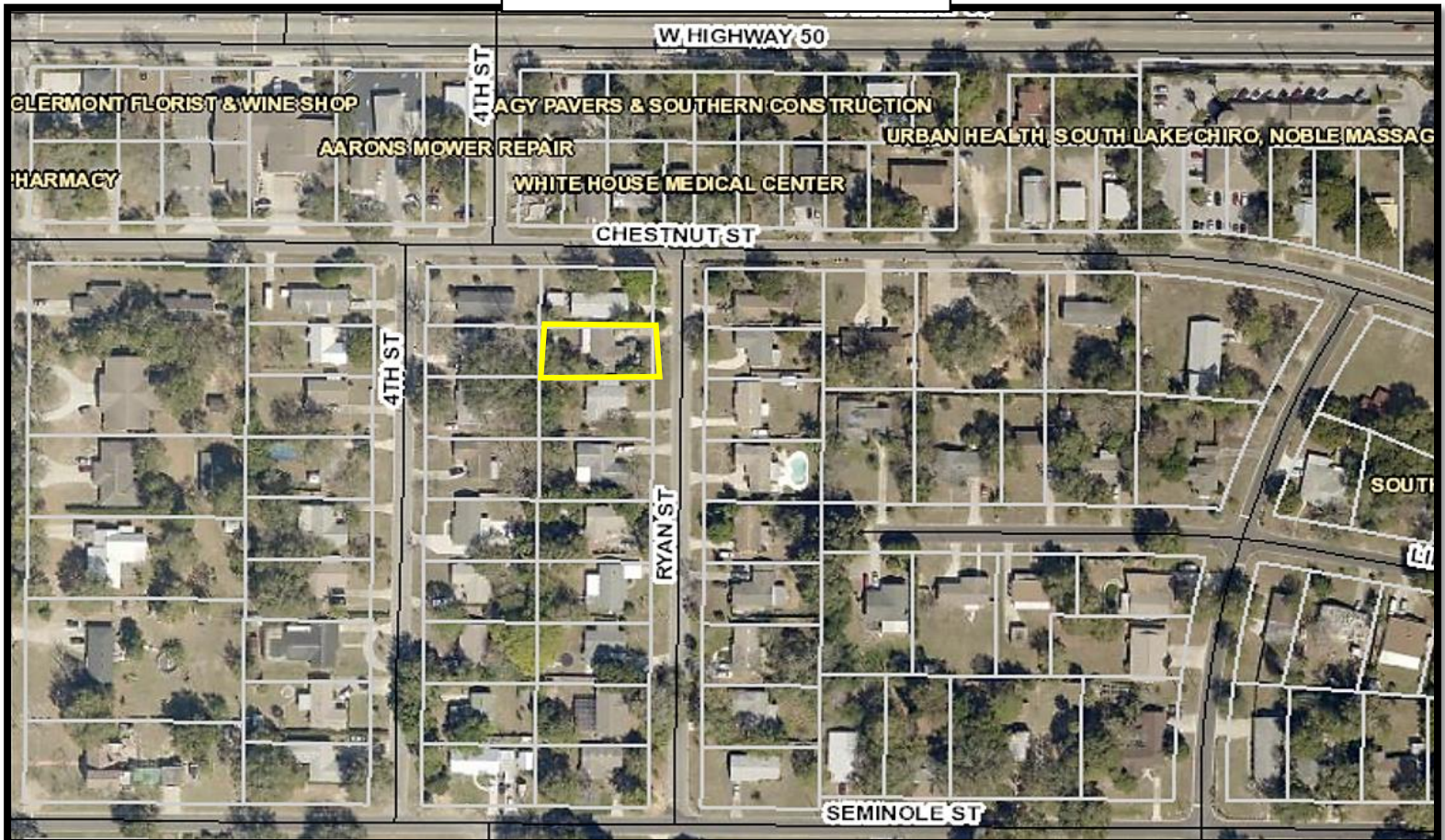
Applicant response: *Would greatly improve homeowners use of the property otherwise if denied may be forced to sale property due to finances.*

Staff comments: *The requested variance is not the minimum to allow reasonable use of the land. The proposed detached 450 square foot metal accessory building encroaching into the front yard setback 20 foot is out of character with the other properties in the neighborhood and the intent of an accessory structure for storage.*

Negative finding

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

LOCATION MAP



370 Waymont Court • Lake Mary, FL 32746 • Voice 407.688.7631 • Fax 407.688.7691

Legal Description

The North 1/2 of Lot 37, South 36.5 of Lot 38, MAP OF HIGHLAND-ESTATES, according to the plat thereof, as recorded in Plat Book 6, Page(s) 107, of the Public Records of Lake County, FL.

Community number: 120133 Panel: 0545

Suffix: D F.I.R.M. Date: 7/3/2002 Flood Zone: D

Date of field work: 1/22/2010 Completion Date: 1/22/2010

Certified to:

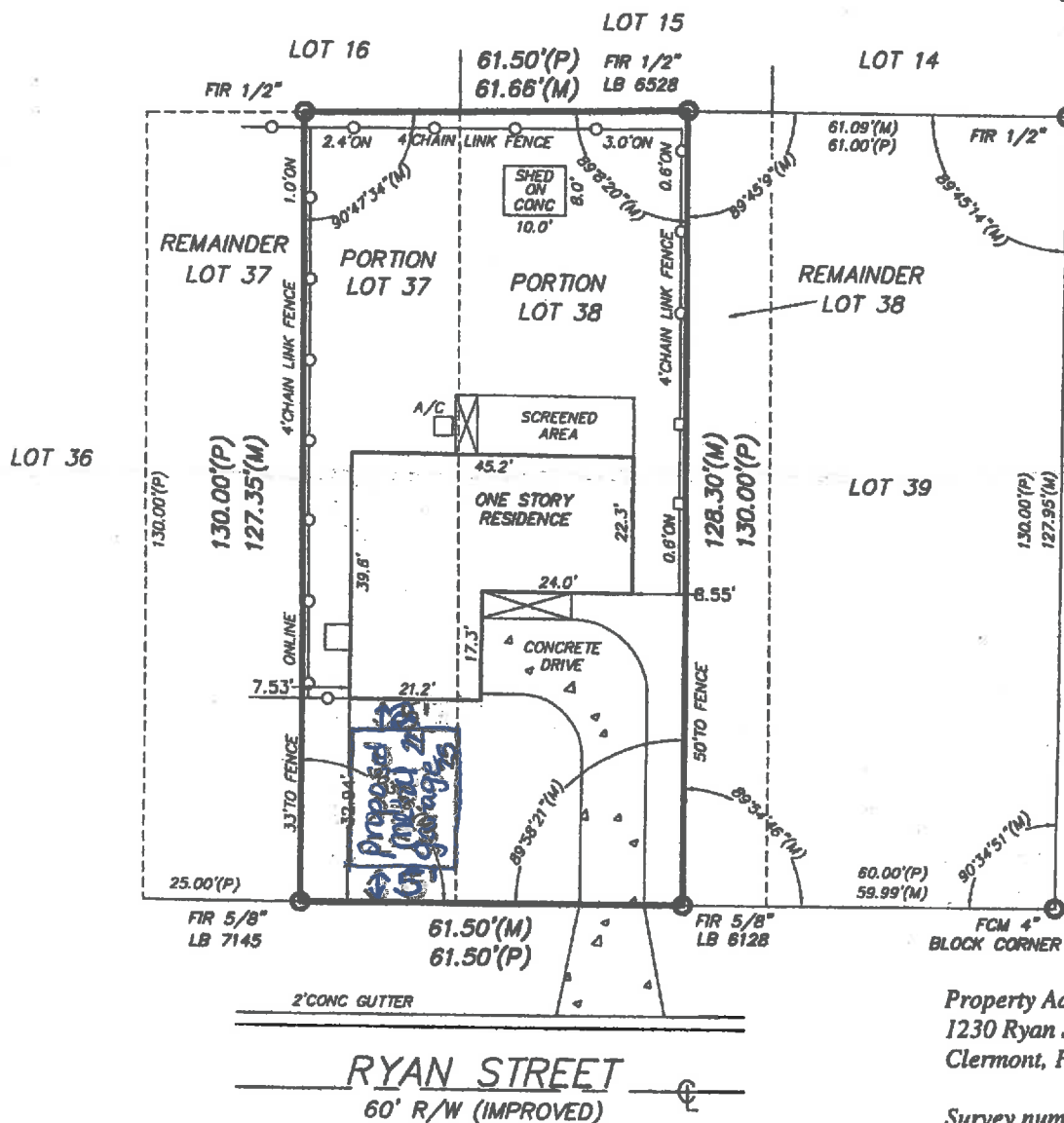
Joseph Campano; Thelma Campano; Kahane & Associates, P.A.; Fidelity National Title Insurance Company; America Home Key, Inc., its' successors and/or assigns, as their interests may appear.

[illegible]

LOCATION SKETCH

Not to Scale

SCALE: 1"=30'



Property Address:
1230 Ryan Street
Clermont, FL 34711

Survey number: SL 107991

1230 Ryan Street Metal Shed



VAR 1906-0001

7/23/19



CITY OF CLERMONT
VARIANCE
Application

DATE: 5/7/19

FEE: \$300.00

PROJECT NAME (if applicable): 1230 Ryan St.

APPLICANT: Bnttenu Sapp / wood properties INC.

CONTACT PERSON: Bnttenu Sapp

Address: 6060 Poyner Rd Polk city

City: Polk city State: FL Zip: 33868

Phone: 863-397-3127 Fax:

E-Mail: Shed4LessBS@gmail.com

OWNER: Joseph Campano

Address: 605 Garden View Street

City: Davenport State: FL Zip: 33897-5845

Phone: 407-340-9840 Fax:

Address of Subject Property: 1230 Ryan St. Clermont, 34711 AH

General Location: Highland Estates #1620121

Legal Description (include copy of survey): Clermont, Highland Estates

N 1/2 OF Lot 37, S 316.5 ft of Lot 38 PG 6
PG 107 ORB 3869 PG 2113 ORB 4959 PG 49

Land Use (City verification required): Single family (0100)



Zoning (City verification required): _____

CITY OF CLERMONT
VARIANCE
Application
Page 2

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

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

122-146

What are you proposing to do that would require a variance and why? Place a Metal building (22x25x9) in front of house with concrete foundation to use for vehicles.

How does the Code create a hardship? Layout and placement of the house on the property do not allow rear access for vehicles, ~~or~~ ~~access to~~ house does not have garage for storage.

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

Variance requested – subject and code section: 122-146 Accessory Structure

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;

Proposed building will be placed in front of house and will not interfere with adjacent properties.



(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;

Most other properties have attached garages for vehicle storage. 1230 Ryan Street does not.

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;

Home owner stores antique vehicles in a facility with monthly fees. Due to property not having a garage. If denied may force owner to sell property.

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

would benefit property owner by allowing a place to securely store vehicles without recurring monthly fees.

(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.

would greatly improve home owners use of the property otherwise if denied may be forced to sell property due to finances.



CITY OF CLERMONT
VARIANCE
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Page 4

Applicant Name (print)

X _____
Applicant Name (*signature*)

Owner Name (print)

X _____
Owner Name (*signature*)

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

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

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

ARTICLE IV. VARIANCES

Sec. 86-171. Permitted variances; exclusions.

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



CITY OF CLERMONT
VARIANCE
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Page 4

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

Brittany Sapp
Applicant Name (print)

X Britt Sapp
Applicant Name (signature)

Joseph Campana
Owner Name (print)

X Joseph Campana
Owner Name (signature)

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

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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

20

Daily Commercial

Advertising Receipt

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

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

Account Number: 7101866
Order Number: 10088950
Phone: (352) 241-7331
Date: 07/08/19
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 Cle	07/16/2019	07/16/2019	\$101.63

LEGAL NOTICE

Notice is hereby given that the City Council of the City of Clermont will consider a request for the following variance: (1) to allow a detached accessory structure be located in the front yard setback instead of requirements by the Land Development Code, Section 122-342 at the following location:

LOCATION
1230 Ryan Street
(Alternate Key 1620121)

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, July 23, 2019 at 6:30 P.M. in the Clermont City Hall, Council Chambers located at 685 West Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10088950
July 16, 2019

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

AGENDA ITEM

Meeting Date	
Tuesday, July 23, 2019	
Agenda Item Name	
Variance Request <i>Goodman Commerce Center</i>	
Requested Action	
Recommend denial of variance requests.	
Staff Report	
The applicant, McDonald Ventures, LLC, is requesting the following two variances to Section 118-113 of the Land Development Code (LDC): (1) To reduce the required tree mitigation replacement for tree removal and (2) To allow for 3-inch caliper replacement trees instead of the required 6-inch caliper trees per Code. The site is currently in development for a warehouse distribution center. The parcel is zoned M-1 Industrial and is approximately 9.408 +/- acres. The site was annexed into the City of Clermont on April 24, 2018 (Ordinance No. 2018-15) and a Conditional Use Permit was approved to allow 2 (two) warehouse/distribution buildings with over 20,000 square feet of floor space. 	
The applicant has indicated that considerable effort was placed on preserving and protecting as many trees as possible. The current design and development of the site has required the removal of some of the mature canopy trees. City Code Section 118-113 requires each tree removed must be replaced with a 3-inch or 6-inch caliper tree, depending on the size of the tree removed. The applicant is requesting a variance to allow 3-inch caliper trees for all tree replacements.	
The applicant submitted a tree inventory report that indicated the total tree replacement required is 1941 inches. The applicant is able to provide a total of 342 inches of replacement trees on the site. When calculating the replacement	

trees that cannot be replanted on site, the total is 1,599 inches of caliper trees. The total replacement mitigation cost of the trees is \$168,860.00 which includes costs of the trees, transport and installation, and warranty for one year.

The applicant is seeking relief from this requirement, and is requesting a variance to allow a 90% fee reduction of the estimated total, or \$16,886.00 tree replacement fee.

Section 86-174 of the Land Development Code requires a positive finding on the five review criteria and findings in order to grant a variance, staff finds the application as submitted does not meet the required criteria for a positive finding. Therefore, staff recommends **denial** of the requested 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 Review Criteria-Goodman | New 86-174 Review Criteria-Goodman.pdf |
| 2. | LOCATION MAP | LOCATION MAP.pdf |
| 3. | Site Plan and Building Elevations | Site Plan and Building Elevations.pdf |
| 4. | Site Picture | Site Picture.pdf |
| 5. | Arborist Tree Report | Arborist Tree Report.pdf |
| 6. | Application | Application.pdf |
| 7. | Goodman CENTER VARIANCE Legal AD | Goodman CENTER VARIANCE Legal AD.pdf |

Goodman Commerce Center – Tree Mitigation Variance

The requirements for a variance are as follows:

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

FINDINGS:

- (1) Granting the variance will not cause or allow interference with the reasonable enjoyment of adjacent or nearby property owners or negatively impact the standard of living of the citizens of the city;
Applicant response: A reduction in payment for tree replacement does not interfere with the enjoyment of adjacent property owners because replacing the trees on the property is not possible and the tree fund money is used to mitigate in others areas in the City.

Staff comments: The variance request is to allow for 3-inch caliper replacement trees instead of 6-inch caliper trees as required and to allow a reduced tree mitigation fee instead of code requirements Section 118-113. The subject parcel has received site plan approval and currently being developed for a warehouse distribution center. The current zoning is M-1 Industrial. The variance request will not interfere with the reasonable enjoyment of adjacent property owners.

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 to the east is the Crothall laundry facility, to the south is Cube Smart and to the North, the City’s new Public Works Facility.

Staff comments: The variance request is the minimum variance that will allow reasonable use of the property. The property is zoned M-1 Industrial and has received site plan approval. The applicant will be required to meet City Code and provide trees onsite for landscape buffers and provide appropriate screening. Other similar properties have been granted a fee reduction to allow site development. The applicant is requesting a 90% fee reduction, other properties have been required to pay more into the tree fund to ensure future planting of trees and beautification to other public amenities for the community.

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: The development provides warehouse and distribution within the City’s growing population. The reduction will provide jobs, revenue and taxes and money for the City’s tree fund.

Staff comments: The requested variance to the land development code will not further any legitimate city objective, and will all development of a new warehouse and distribution center. Therefore, providing new development in this area.

Positive finding

- (4) The granting of the variance is consistent with the city's comprehensive plan;
Applicant response: The proposed development provides warehouse and distribution. The tree removal is required for project to be viable.

Staff comments: The variance request is consistent with the comprehensive plan goals, objectives and policies for the intent Industrial Land Use.

Positive finding

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

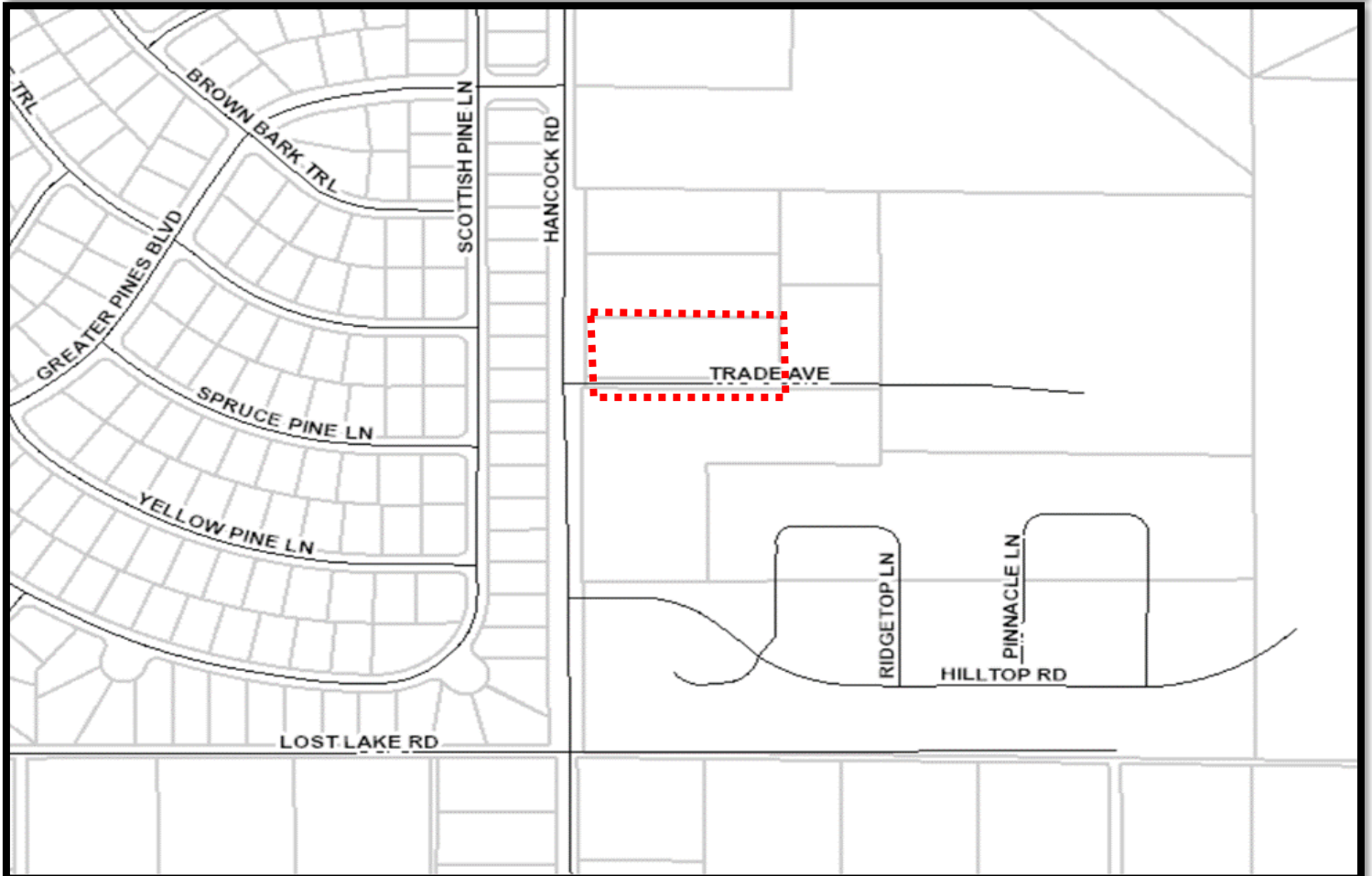
Applicant response: Development of this property without the fee reduction is not economically feasible. The developer is requesting to pay 10% of the tree replacement fee, which is consistent to other variances that have been granted for a tree reduction fee.

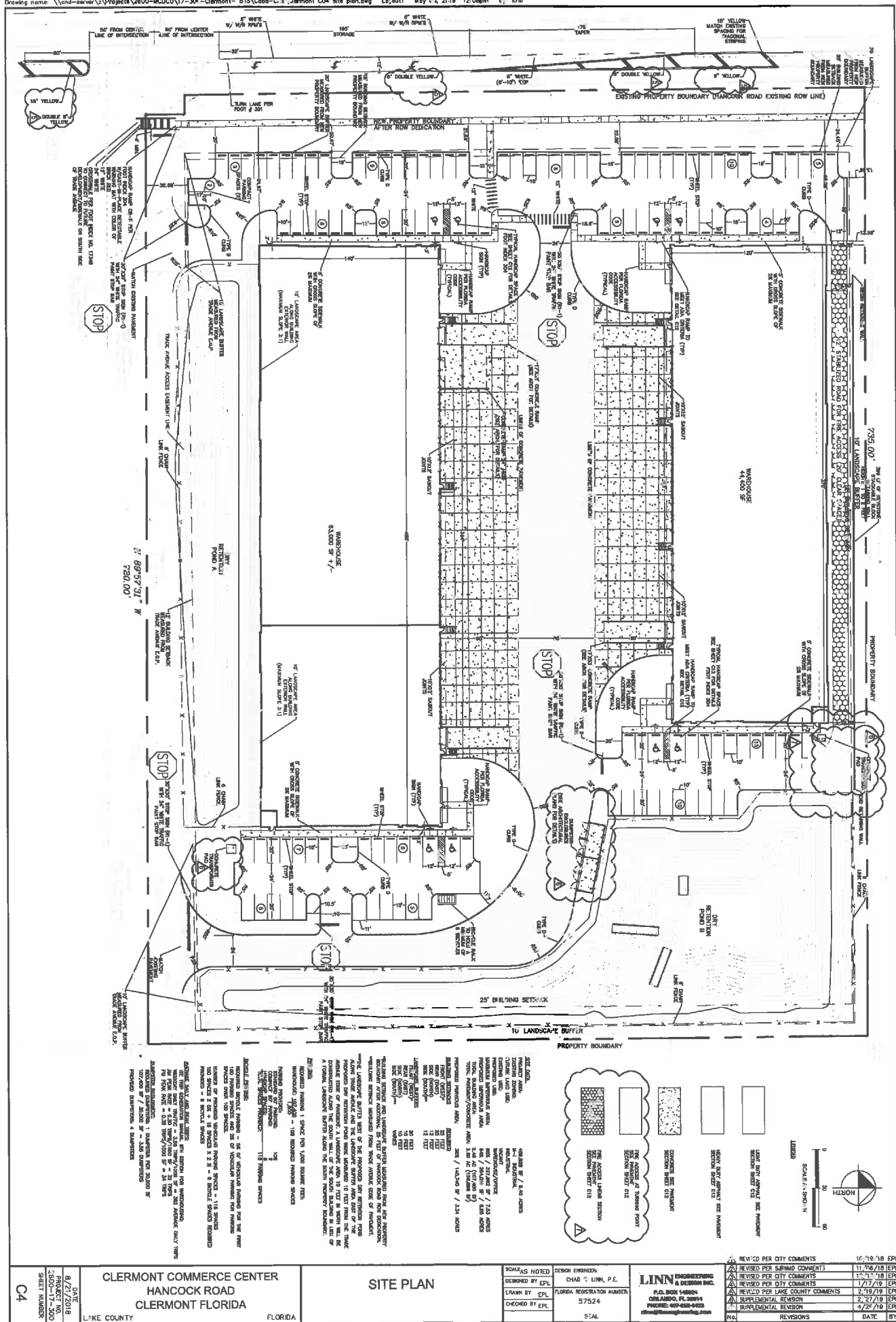
Staff comments: The requested variance is the minimum to allow reasonable use of the land. The tree reduction fee has been approved to allow reasonable use of the property and to allow development and growth opportunities in the City of Clermont. Although the property may have development constraints that require tree removal for site development. The proposed request does not create a hardship. The City of Clermont requires tree mitigation to ensure sufficient tree replacement for trees that are preserved and protected and to allow tree replacement mitigation to maintain beautification within the City of Clermont.

Negative finding

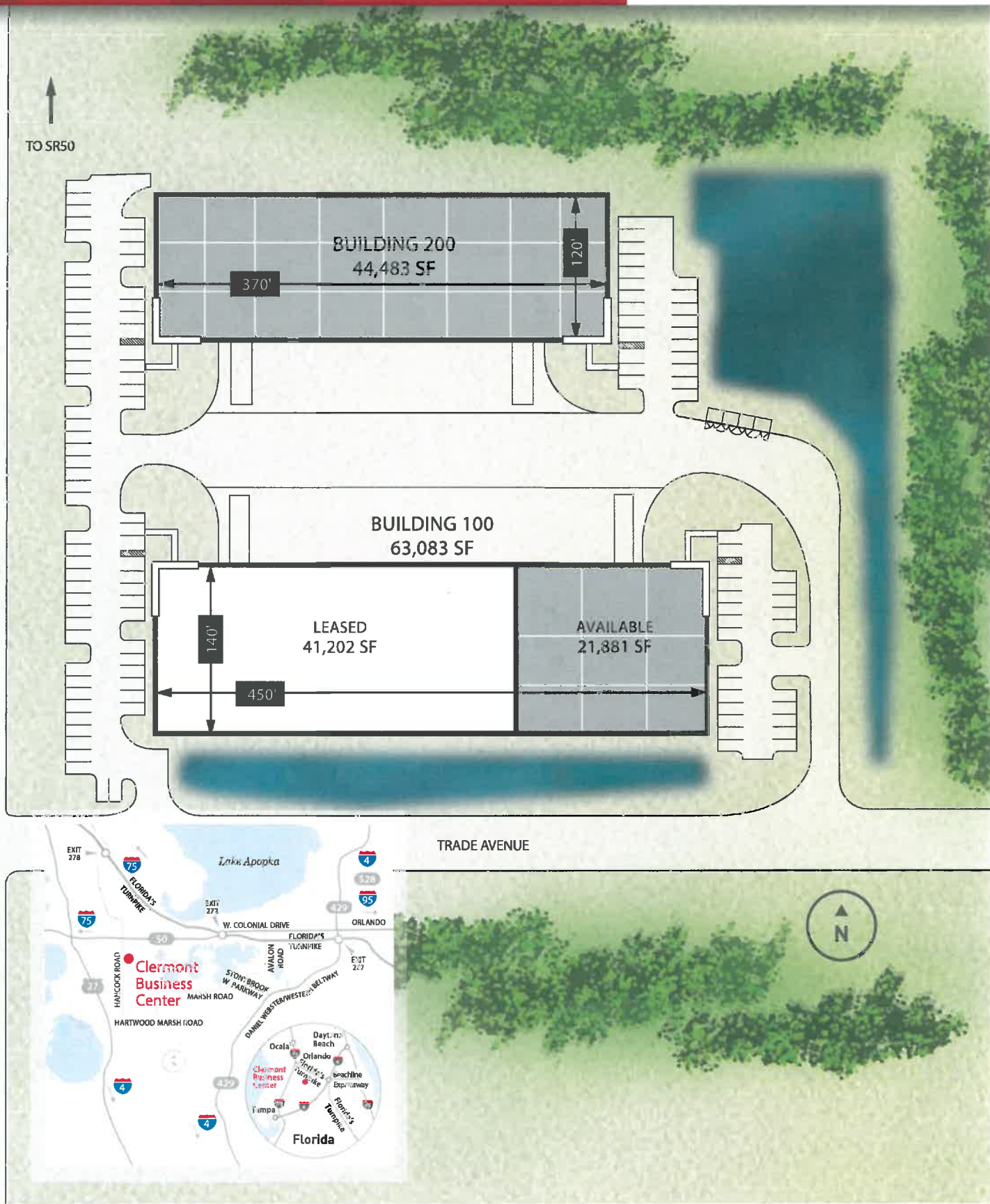
STAFF RECOMMENDATION: Section 86-174 of the Land Development Code requires a positive finding on the Review Criteria and Findings in order to grant a variance, staff has reviewed the application as presented and finds the application can only meet a positive finding on two of the five required review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

LOCATION MAP





Clermont Business Center



CLERMONT BUSINESS CENTER



HANCOCK ROAD AT TRADE AVENUE
CLERMONT, FLORIDA 34711





Hamecock Rd

Hamecock Rd

Hamecock Rd

Hamecock Rd



Tree Mitigation Summary - Clermont Business Center

Calculation of # of Trees to be replaced	6" and above up to 17"	Equal to or above 18"	Total
Existing Average Trees	271 Trees	6 Trees	
Existing Above Average Trees	16 Trees	3 Trees	
Existing Average Trees Inches	2230 Inches	132 Inches	
Existing above Average Trees Inches	162 Inches	64 Inches	
Total Above Average & Average Inches	2392	196	
Remaining Average Existing Tree Inches	2392 Inches	196 Inches	
25% Thinning Credit	(-598 Inches)	(-49 Inches)	
Less Preserved on Site	0 Inches	0 Inches	
New 3" Caliper Trees Planted on Site	(-342 Inches)		
New 6" Caliper Trees Planted on Site		0 Inches	
Equals to be Removed	1452 Inches	147 Inches	
Replacement Trees Required (3" Caliper)			484 Trees
Replacement Trees Required (6" Caliper)			25 Trees

Replacement Detail

Tree Mitigation Fund Planted Offsite (6" Caliper)

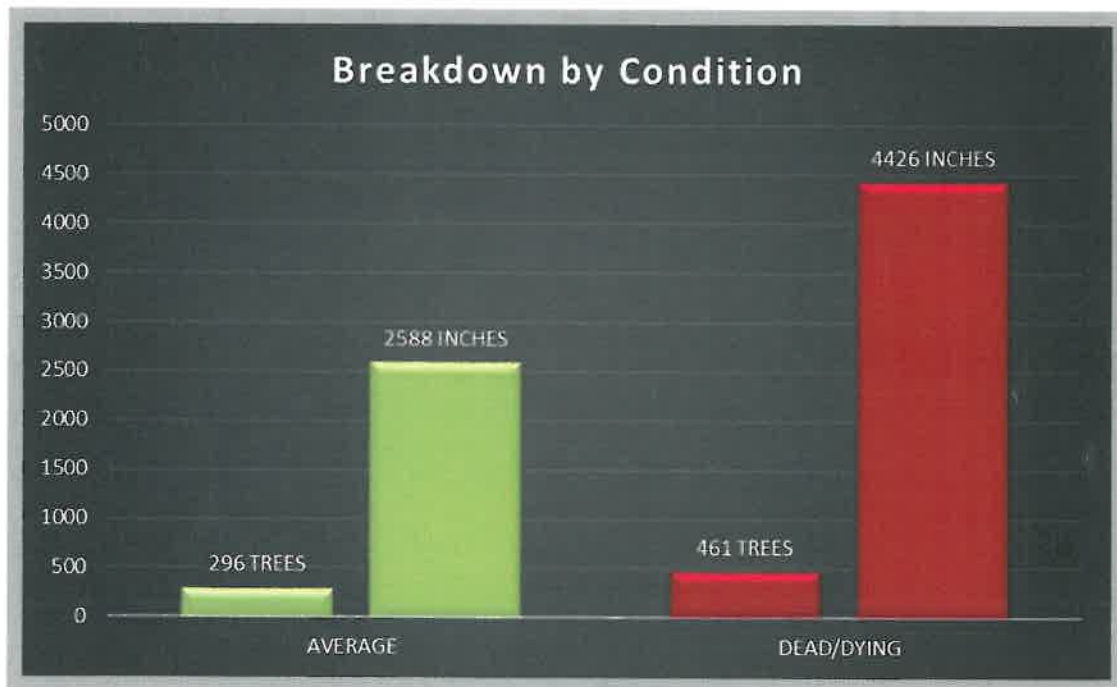
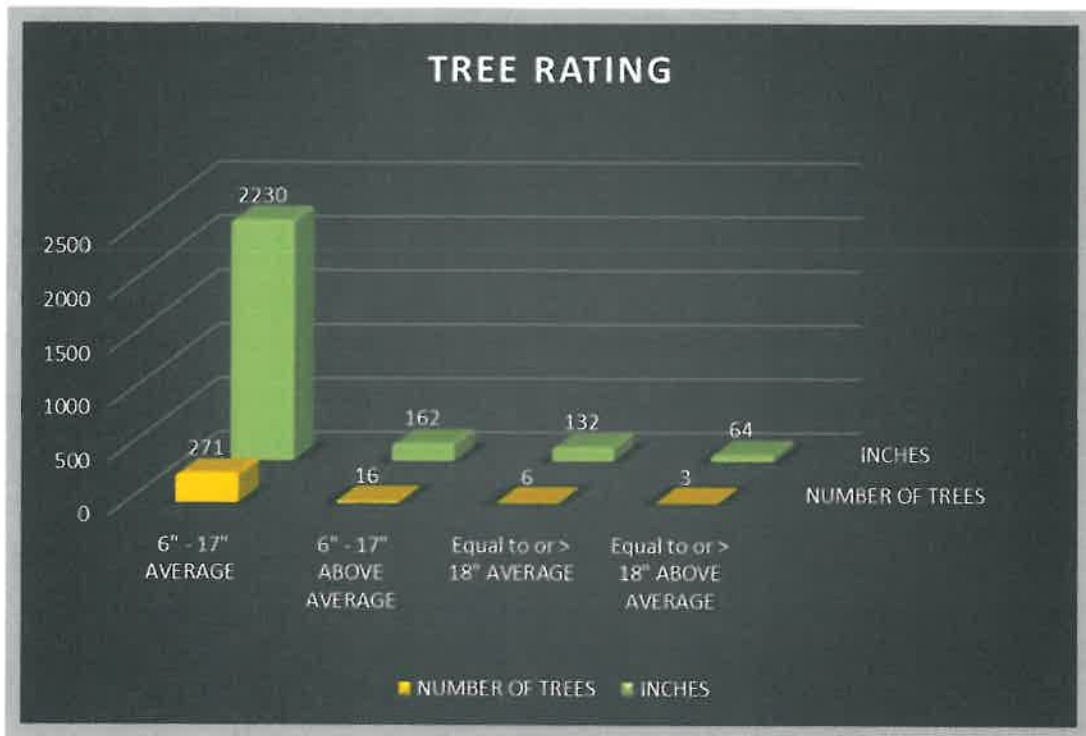
70% Slash Pine @ \$1,000/each	18 Trees	\$18,000.00
30% Bald Cypress @ \$1,200/each	7 Trees	\$8,400.00

Tree Mitigation Fund Planted Offsite (3" Caliper)

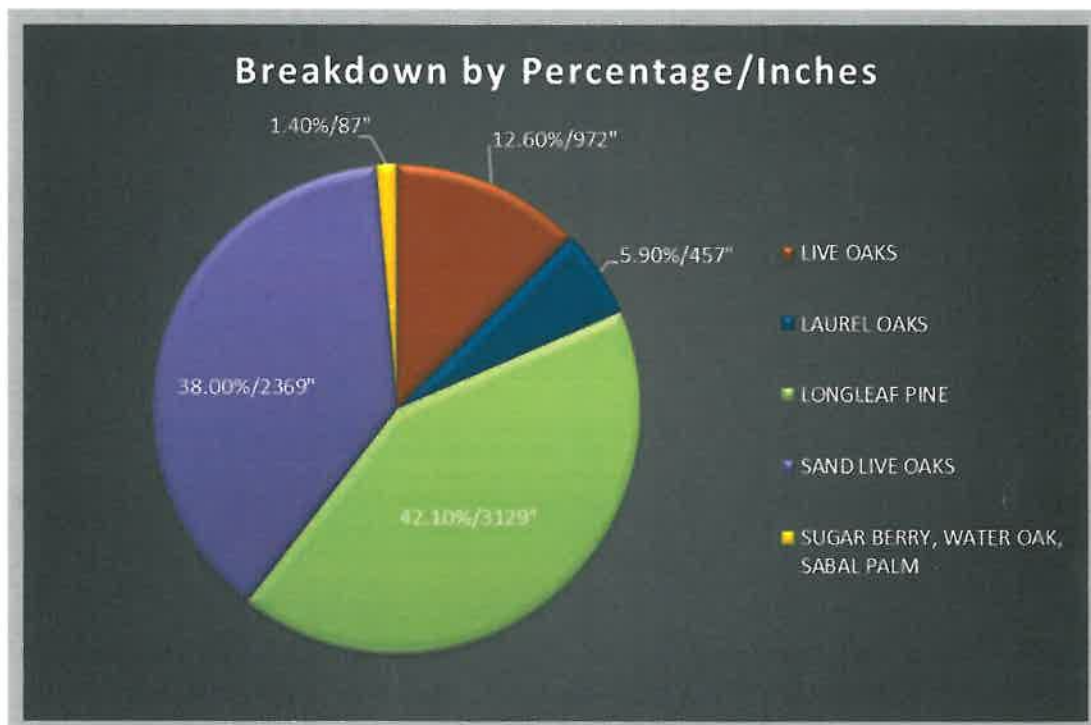
70% Slash Pine @ \$190/each	339 Trees	\$64,410.00
30% Bald Cypress @ \$210/each	145 Trees	\$30,450.00

Total Offsite Cost **\$121,260.00**

Proposed Total Offsite Mitigation Cost **\$16,800.00**



#	SPECIES	DBH (INCHES)	CIRCUMFERENCE	CONDITION	VALUE DIMINATION	NOTES
1024	LIVE OAK	8	25.12	3.0	50%	
1025	SAND LIVE OAK	9	28.26	3.0	50%	WRITE IN
1026	LAUREL OAK	11	34.54	2.0	33%	CODOMINANT STEMS WITH INCLUDED BARK 1' ABOVE GRADE
1027	LIVE OAK	7	21.98	3.0	50%	
1028	SAND LIVE OAK	7	21.98	3.0	50%	
1029	LIVE OAK	27	84.78	3.0	50%	
1030	SAND LIVE OAK	13	40.82	3.0	50%	
1031	PINE SP	8	25.12	0.0	0%	
1032	SAND LIVE OAK	6	18.84	3.0	50%	WRITE IN
1033	SAND LIVE OAK	6	18.84	3.0	50%	WRITE IN
1034	SAND LIVE OAK	9	28.26	3.0	50%	



CITY OF CLERMONT
VARIANCE
Application



CITY OF CLERMONT

VARIANCE

Application

Page 2

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

City Zoning Ordinance (Land Development Code Section) from which you are requesting relief:
Section 118-113

What are you proposing to do that would require a variance and why? Reduce the required payment amount for replacement of trees to 10%, of the total viable trees, established in our arborist tree survey. This approach is consistent with historical precedent and we want to be contribute based on the health of the existing trees.

How does the Code create a hardship? Because of the abundance of trees on this small parcel and the code limitations after development. The tree replacement cost is excessive and prohibits the reasonable use and redevelopment of this property. Also, the amount of replacement trees required by code would not have allowed the site to be developed for industrial use due to the economic encumbrance.

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

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

Sec. 86-174. Review criteria and findings.

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

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



(2) The variance will allow a reasonable use of the property, which use is not out of character with other properties in the same zoning category; The property to the east is the Crothall laundry facility, to the south is going to be the new Cube Smart Storage, the property to the north will be the new City of Clermont's Public Works Facility and residential is across Hancock Road, to the west.

CITY OF CLERMONT

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(3) In the context presented, strict compliance with the land development regulation will not further any legitimate city objective, or the benefits that would be achieved under the other variance criteria by the granting of the variance outweigh the benefits under this criteria if the variance were denied; The City of Clermont has a small percentage of Industrial properties within the city limits. This development provides warehousing & distribution within the city limits for its growing population. The reduction still provides a net gain of city revenue, jobs, taxes and monies for the tree replacement fund.

(4) The granting of the variance is consistent with the city's comprehensive plan; and Granting this variance is consistent with the City's Comprehensive Plan because the proposed development provides the needed warehousing & distribution needed for the population growth within the city. For this development to be viable for any industrial developer, this payment reduction is necessary.

(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 criterion if the variance were denied.

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



CITY OF CLERMONT
VARIANCE
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Page 4

McDonald Ventures XXXVIII, LLC
By John R. McDonald

Applicant Name (print)

x [Signature]
Applicant Name (signature)

McDonald Ventures XXXVIII, LLC
By John R. McDonald

Owner Name (print)

x [Signature]
Owner Name (signature)

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

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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

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

Account Number: 7101866
Order Number: 10089013
Phone: (352) 241-7331
Date: 07/09/19
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 Cle	07/16/2019	07/16/2019	\$107.24

LEGAL NOTICE July 16, 2019

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 3 inch caliper replacement trees instead of 6 inch caliper replacement trees; (2) to allow for a reduced fee in lieu of replacement for tree removal, as required by the Land Development Code, Section 118-113 at the following location:

LOCATION:

Clermont Commerce Center
Vacant parcel located at the corner of
Hancock Road and Trade Avenue
(Alt. Key 3840720)

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, July 23, 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, MMC
City Clerk

Ad No: 10089013

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, July 23, 2019		
Agenda Item Name		
Fiscal Year 2020 Proposed Ad Valorem Millage Rate		
Requested Action		
Recommend to approve Proposed Fiscal Year 2020 Ad Valorem Millage Rate of 4.2061		
Staff Report		
Pursuant to Florida Statutes, the city must inform the Lake County Property Appraiser by August 3rd of the proposed ad valorem millage rate for Fiscal Year 2020. The proposed millage rate will be included in the property tax notices mailed to all City residents by the Lake County Tax Collector in August. The final millage rate for Fiscal Year 2020 will be approved by the City Council at a public hearing on September 19. The final millage may be lower than the proposed millage rate, but may not be higher. Based on the budget workshops held on July 16 and 17, staff is recommending a proposed millage rate of 4.2061, which represents an increase of 5.31% over the rolled back millage rate of 3.9939.		
Additional Analysis		
Fiscal Impact Summary		
The proposed millage rate of 4.2061 will generate an additional \$1,164,547 in ad valorem tax revenues in Fiscal Year 2020.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date			
Tuesday, July 23, 2019			
Agenda Item Name			
Ordinance No. 2019-28 <i>Final</i>			
Requested Action			
Recommend tabling to date certain of August 27, 2019 City Council Meeting.			
Staff Report			
City staff has been directed to draft an ordinance for short term rentals. Additional time is needed to finalize the draft.			
Additional Analysis			
Fiscal Impact Summary			
Fiscal Impact	Fund Number and Description	Available Budget Amount	
Exhibits Attached (copies of original agreements)			
1.	Vacation Rental Lic Reg 122-360 Legal Ad	Vacation Rental Lic Reg 122-360 Legal Ad.docx	

LEGAL NOTICE

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

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 122 ZONING, ARTICLE V SUPPLEMENTARY DISTRICTS, SECTION 360 VACATION RENTAL LICENSE REGULATIONS; PROVIDING FOR CODIFICATION; SEVERABILITY; EFFECTIVE DATE; AND PUBLICATION.

This ordinance will be considered by the Planning & Zoning Commission on Tuesday, July 2, 2019 at 6:30 P.M.

A public meeting to consider the ordinance will be held before the City Council on Tuesday, July 23, 2019 at 6:30 p.m. for final enactment.

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

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

Daily Commercial
June 17 and July 8, 2019