



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

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

CALL TO ORDER

INVOCATION & PLEDGE OF ALLEGIANCE

PRESENTATIONS

Honoring Fire Chief Carle Bishop

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 approving the September 19, 2019 Final Budget Public Hearing minutes and the September 24, 2019 Council Meeting minutes.

Item No. 2 - Surplus Request

Consider approval to declare Fire Department vehicle as surplus and donate the vehicle to retiring Fire Chief.

Item No. 3 - Piggyback Purchase and Budget Amendment

Consider request to piggyback the Florida Sheriff's Association contract no. FSA18-VEH16.0 with Duval Ford Fleet Sales to purchase one vehicle in the amount of \$42,730 and a budget amendment to the General Fund in the amount of \$42,730.

Item No. 4 - Contract Award

Consider request to piggyback the City of Tamarac contract with Office Depot, Inc to provide office supplies, products and related services in the estimated annual budgeted amount of \$130,000.

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Item No. 5 - Interlocal Agreement and Budget Amendment

Consider approval of the interlocal agreement with Lake County for Wellness Way Consulting Services, with Levey Consulting, LLC and a budget amendment to the General Fund revenues in the amount of \$50,000.

Item No. 6 - Professional Consultant Services Agreement and Budget Amendment

Consider approval of agreement with Levey Consulting, LLC for consulting services pertaining to the Wellness Way area and for general planning services in the amount of \$130,000 and a budget amendment to the General Fund in the amount of \$100,000.

Item No. 7 - Sign Maintenance Agreement, Annual Review

Consider agreement between City of Clermont and Lake County for traffic sign maintenance and emergency repairs in the estimated annual budgeted amount of \$19,750.

Item No. 8 - Employee Benefit Renewal and Changes and contract with MetLife

Consider Employee Group Medical and Dental Plan renewal and changes effective January 1, 2020 and contract with MetLife for Voluntary Group Critical Illness, Accident, and Hospital Indemnity insurances.

UNFINISHED BUSINESS

Item No. 9 - Ordinance No. 2019-14 *Final*
Wise Annexation
Table to April 14, 2020

Consider annexation of 13 acres located west of the CR 455 and Good Hearth Blvd. intersection.

Item No. 10 - Ordinance No. 2019-15 *Final*
Wise Large-Scale Comprehensive Plan Amendment
Table to April 14, 2020

Consider future land use change of 13 acres located west of CR 455 and Good Hearth Boulevard from Lake County Urban Low Density to City's Commercial future land use.

Item No. 11 - Ordinance No. 2019-16 *Final*
Wise PUD Rezoning
Table to April 14, 2020

Consider rezoning 13+/- acres to Planned Unit Development for mixed-use consisting of 96 multi-family units and 96,000 square feet of commercial/office use on a parcel west of CR 455/Hartle Road and Good Hearth Boulevard intersection.

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Item No. 12 - Resolution No. 2019-22R
Iglesia Evangelica Emanuel, Inc.

Consider Conditional Use Permit to allow a church use in the C-2 General Commercial zoning district for property located at 638 State Road 50.

NEW BUSINESS

Item No. 13 - Ordinance No. 2019-40 *Introduction*
Hartwood Marsh Senior Facility

Consider future land use change from Low Density Residential to High Density Residential for vacant parcel located at the northeast corner of Hartwood Marsh Road and Hancock Road.

Item No. 14 - Ordinance No. 2019-41 *Introduction*
Hartwood Marsh Senior Facility

Consider rezoning from R-1 Single Family Medium Density Residential to (PUD) Planned Unit Development for vacant parcel located at the northeast corner of Hartwood Marsh Road and Hancock Road.

Item No. 15 - Ordinance No. 2019-42 *Introduction*
Rocky Mount

Consider voluntary annexation of 10.8 +/- acres from Lake County Regional Commercial to City Commercial for vacant property located along Hooks Street between Ford of Clermont and Dicks Sporting Goods.

Item No. 16 - Ordinance No. 2019-43 *Transmittal*
Rocky Mount

Consider large-scale Comprehensive Plan Amendment for 10.8 +/- acres from Lake County Regional Commercial to City Commercial for vacant property located along Hooks Street between Ford of Clermont and Dicks Sporting Goods.

Item No. 17 - Ordinance No. 2019-45 *Introduction*
Clermont Auto Center
Withdrawn

Consider rezoning from C-1 Light Commercial to (PUD) Planned Unit Development for property located at 789 West Highway 50.

ADJOURN

Any opening invocation that is offered before the official start of the Council meeting shall be the voluntary offering of a private person, to and for the benefit of the Council. The views or beliefs expressed by the invocation speaker have not been previously

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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
SPECIAL MEETING MINUTES
SEPTEMBER 19, 2019

FINAL PUBLIC HEARING - FISCAL YEAR 2019-2020 BUDGET

The Clermont City Council met in a special meeting on Thursday, September 19, 2019 in the Council Chambers at City Hall. Mayor Ash called the meeting to order at 6:30pm with the following present: Council Members Brishke, Mullins, Bates and Travis. Other City officials present were City Manager Gray, City Clerk Ackroyd Howe and Finance Director Van Zile.

City Manager Gray stated tonight's meeting is the Final Budget Public Hearing for Fiscal Year 2019-2020 required by Florida Statutes. The purpose is to present the proposed budget and millage rate. The proposed millage rate is 4.2061 and will generate an additional \$1 million with no reserves used for the fifth consecutive year. The proposed budget includes five full time positions for the Police Department. The proposed budget sets downtown and the Waterfront as major priorities and includes the expansion of the new public works facility. Finance Director Van Zile is retiring in December with this being his last final budget adoption hearing. City Manager Gray thanked Finance Director Van Zile for all he has done over the past 34 years.

Finance Director Van Zile presented the Fiscal Year 2020 final ad valorem millage rate and budget. The citywide budget totals \$148.3 million, which is \$4.6 million or 3.03 percent less than the current year budget. The citywide budget includes the group medical insurance fund for the first time. If this fund was not included, the decrease would have been \$11.3 million or 7.45 percent of the current year budget. The citywide budget is lower primarily due to a reduction in budgeted master plan and utilities capital projects. He reviewed the General Fund budget and property tax revenues. Staff requested approval of Resolution No. 2019-27R establishing the Fiscal Year 2020 Ad Valorem Millage Rate of 4.2061 and approval of Resolution No. 2019-28R establishing the Fiscal Year 2020 budget for \$148,302,884.

Resolution No. 2019-27R Final Ad Valorem Millage Rate

City Clerk Howe read Resolution 2019-27R aloud in its entirety.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, adopting the final levying of Ad Valorem Taxes for the Fiscal Year 2019-2020; providing for an effective date.

Resolution No. 2019-28R Final Budget

City Clerk Howe read Resolution 2019-28R aloud by title only.

A Resolution of the City Council of the City of Clermont, Lake County, Florida, adopting the Final Budget for Fiscal Year 2019-2020 Fiscal Year; providing for an effective date.

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City Manager Gray provided a brief overview regarding Hurricane Irma reimbursement.

Mayor Ash opened the Public Hearing.

Libby Hanna, 1251 Fran Mar Court, inquired about the possibility of the old millage rate. City Manager Gray replied that staff internally goes through the process to look at the current millage rate and revenues. Each department goes through a line item process with the budget where they must justify each item within their budget. The budget process starts in January of each year. If the City chooses to go with the rolled back millage rate, there would be a deficit of roughly \$400,000. Finance Director Van Zile explained to make up the difference the rolled back millage rate would create, the City would have to look at reducing the budget for personnel services as the rest of the General Fund budget is operating expenses which has already decreased from the previous year.

Mayor Ash inquired about city comparison. Finance Director Van Zile displayed the current millage rate comparison of the City with other similar sized cities with Clermont comparing favorably with others.

Council Member Travis inquired about the fire assessment fee of other cities. City Manager Gray stated the City looked at having a higher fire assessment fee to keep a lower millage rate however the residents were adamant about not having a fire assessment fee.

Mayor Ash closed the Public Hearing.

Council Member Bates moved to approve Resolution 2019-27R; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Council Member Bates moved to approve Resolution No. 2019-28R; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Finance Director Van Zile stated he appreciates all of the support over the years and thanked City Manager Gray. The budget is a difficult process and it takes a team effort from all departments. Finance Director Van Zile also thanked Assistant Finance Director Brosonski and Budget Analyst Kilbury for their efforts.

Mayor Ash commended Finance Director Van Zile and thanked him for being an outstanding Finance Director.

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ADJOURN: With no further comments, the meeting adjourned at 6:57pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk

City of Clermont
MINUTES
REGULAR COUNCIL MEETING
September 24, 2019

The City Council met in a regular meeting on Tuesday, September 24, 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, Mullins and Travis. Other City officials present were City Manager Gray, City Attorney Mantzaris, and City Clerk Howe.

INVOCATION AND PLEDGE OF ALLEGIANCE

Sonya Thompson gave the invocation followed by the Pledge of Allegiance.

PRESENTATION

Community Foundation Donation to Fire and Police Departments

Kathy Smith, Community Foundation, introduced Louise Stockton who presented grants to the Police and Fire Departments. This gift is in remembrance of Gem of the Hills and Howard Stockton.

PUBLIC COMMENTS

Paula Hoyzington, 564 E. Desoto Street, acknowledged and thanked Council Member Travis for her attendance at last month's Lincoln Park neighborhood meeting.

REPORTS

City Manager Gray reported Fire Chief Bishop will be retiring in a few weeks and publicly acknowledged him for his years of service. His roast will be on October 17, 2019 with activities planned from 4:00pm to 7:00pm. The event will be open to the public to pay tribute to the Fire Chief and will occur at the Arts and Recreation Center. City Manager Gray introduced the new Fire Chief, David Ezell. He will take over as the permanent Fire Chief on October 18, 2019.

Fire Chief Ezell thanked the Council and the members of the public.

City Manager Gray requested for Items No. 6, 7, and 10 be tabled to October 22, 2019.

Item No. 6 – Ordinance No. 2019-03, *Final, Clonts Groves*

City Clerk Howe 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.

Council Member Bates moved to table Ordinance No. 2019-03 to October 22, 2019; seconded by Council Member Mullins. The motion passed with all members present voting aye.

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Item No. 7 – Ordinance No. 2019-05, *Final, South Lake Crossing*

City Clerk Howe 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.

Council Member Bates moved to table Ordinance No. 2019-05 to October 22, 2019; seconded by Council Member Mullins. The motion passed with all members present voting aye.

Item No. 10 – Ordinance No. 2019-06, *Introduction, South Lake Crossing*

City Clerk Howe read Ordinance No. 2019-06 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, an effective date and publication.

Council Member Bates moved to table Ordinance No. 2019-06 to October 22, 2019; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City Manager Gray reported Item No. 9 was withdrawn and requested for Item No. 14 be tabled to October 8, 2019.

Item No. 14 – Resolution No. 2019-22R, *Iglesia Evangelica Emanuel, Inc.*

City Clerk Howe read Resolution No. 2019-22R 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 a church use in the C-2 General Commercial zoning district.

Council Member Bates moved to table Resolution No. 2019-22R to October 8, 2019; seconded by Council Member Mullins. The motion passed with all members present voting aye.

City Manager Gray reported National Night Out is October 1, 2019 at Waterfront Park and from 5:00pm to 8:00pm.

City Attorney Mantzaris – No report.

Council Member Bates – No report.

Council Member Mullins reported he commended the Parks and Recreation Department for the Sips and Salsa event.

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Council Member Brishke reported on September 20, she attended the monthly South Lake Chamber Breakfast where she presented the first Ray Goodgame Outstanding Student Leader Award. From September 21, 2019 to September 23, 2019, she shadowed a 48-hour shift at the Fire Department.

Council Member Travis reported on September 20, she attended the South Lake Chamber Breakfast. Last night, she spoke at the Kings Ridge Men's Club. City Manager Gray gave a presentation on the Master Plan and she gave an update on the new items in town. On October 13, the Grand Fondo will occur at Victory Pointe. On October 12, the Military 5K will take place at the Historic Village to honor all of the military men from the wars.

Mayor Ash reported on September 11, she attended the September 11 ceremony at the Arts and Recreation Center. On September 14, she attended the Sips and Salsa festivities. On September 21, she was at Dash Sports, the new store on Montrose, for her monthly Coffee with the Mayor. On September 23, she attended the Lake Apopka Natural Gas Board's monthly meeting where they discussed the latest housing developments receiving gas lines and charter changes for the organization.

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 September 5, 2019 First Budget Public Hearing and September 10, 2019 Council Meeting minutes.

Item No. 2 – Surplus Request

Consider declaring end of life inventory as surplus from departments of: Fire, Parks & Recreation, and Information Technology and dispose of in accordance with the Purchasing Policy.

Item No. 3 – Bid Award

Consider bid award to PowerCore, Inc. to provide electrical installation of WiFi access points in the total budgeted amount of \$230,729.81.

Item No. 4 – Special Event & Road Closure Request

Consider approval for Sommer Sport's request to close road for their approved event "Santa's Twilight 5k" on Saturday, December 21, 2019.

Item No. 5 – Special Event & Road Closure Request

Consider Sommer Sport's request to close roads for their approved event "Nightmare on the Clermont Trails" on Saturday, October 26, 2019.

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

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UNFINISHED BUSINESS

Item No. 8 – Ordinance No. 2019-27, *Final*

City Clerk Howe read Ordinance No. 2019-27 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.

Planning Manager Kruse presented applicant's request for rezoning from a C-2 General Commercial to a Planned Unit Development for a Medical Health Park Campus on 7.5 acres located at Highway 50 and Citrus Tower Boulevard. The total square footage of all the buildings collectively will not exceed 60,000 square feet. Staff has reviewed the Planned Unit Development plan which allows flexibility to the Land Development Code. The applicant requested five waivers to the Land Development Code. Staff has reviewed the request and finds the proposal meets the intent of Section 122-315, Review Criteria for a Planned Unit Development. The applicant has provided a traffic impact analysis which has been reviewed by the City's consultant who found the project would not create any new deficiencies. Staff has reviewed the proposal and recommended approval with an added condition that an additional 30 percent landscaping material shall be required along the retaining wall to enhance the site. The Planning and Zoning Commission recommended denial 4 to 2.

Council Member Bates disclosed having met with the applicant two months prior to review the floor plan and elevation.

Council Member Travis disclosed having met with the applicant.

Council Member Mullins disclosed having met with the applicant.

Cecelia Bonifay, attorney with Akerman LLP on behalf of Advent Health, stated Florida Hospital has grown into a recognized non-profit across the country and was rated the number one hospital in Florida by US News. In Lake County, there are 35,000 people under the age of 65 who are uninsured. Last year, they provided \$700 million in community benefit in Orange, Osceola, Seminole and Lake Counties. As a result of the Planning and Zoning meeting, staff reduced the number of waivers from seven to five. As the applicant continued to work on this proposal and talk to other people in the community, the applicant has decided on withdrawing at least three other waivers. The waivers being withdrawn are waiver numbers three, four, and five. When developing the site, the overall amount of cut and fill is limited to only 7.5 percent of the entire site.

Mayor Ash opened the Public Hearing.

Jim Purvis, 4206 Hammersmith Drive, expressed concerns regarding traffic impact.

Alberto Bustamante, 17761 Deer Isle Circle, Winter Garden, representative of South Lake Hospital, expressed concerns with the plan and design for the project.

David Givizony, Anesthesiologist at South Lake Hospital, expressed opposition to the applicant's request.

Anthony Saranita, Vice President at South Lake Hospital, expressed opposition to the applicant's request.

Scott Kauffman, commended City Council and staff for their leadership and expressed support for applicant's request.

Susan McLean, expressed opposition to the applicant's request.

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Christy Clark, Lakeshore Drive, expressed support for the applicant's request.

Kasey Kesselring, 17127 9th Street, Montverde, expressed opposition to the applicant's request.

Linda Smith, expressed opposition to the applicant's request.

Jeffrey Fitch, Medical Director at South Lake Hospital, expressed opposition to the applicant's request.

Amit Varma, Chief of Staff at South Lake Hospital, expressed opposition to the applicant's request.

Gregory Lee, Attorney representative of South Lake Hospital, expressed opposition to the applicant's request.

Charlene Forth, 939 W. Desoto Street, expressed support for the applicant's request.

John Higgins, 2349 Hempstead Avenue, expressed opposition to the applicant's request.

Attorney Bonifay responded to the public comments. Average typical stay is 107 minutes. Only 6 percent of incoming traffic will be by ambulance. The local EMS will make the decision on where to bring the patient unless specified by the patient directly. Staff has put in a condition for 30 percent more landscaping. Anything developed on the subject site has to return to the City Council for approval. The applicant is looking to develop with restaurants which is a new concept and offers great advantages to the area.

Mayor Ash recessed the meeting at 7:50pm. Mayor Ash reconvened the meeting at 8:02pm.

Council Member Bates expressed support for competition but opposition to the proposed location.

Council Member Brishke expressed agreement with Council Member Bates and expressed concern about the cut and fill. There is a void in the Project Olympus and Wellness Way area where a competitive facility could be placed. The City keeps growing and first responders are all taking patients to the same central location.

Council Member Mullins expressed concerns with the location. Inquired about cut and fill on the subject property and if patients are taken to South Lake hospital should Advent Health not be able to facilitate the patients. Another site further south or west would serve the citizens better.

Council Member Brishke disclosed having met with the applicant and raising the question regarding cut and fill.

Council Member Travis expressed agreement with providing a choice but expressed concern with the cut and fill.

City Attorney Mantzaris stated the subject is a rezoning issue.

Attorney Bonifay requested for the City Council to either approve the request with no waivers or approve a continuance of 60 days to allow for the applicant to speak with the engineers to see if it is possible to develop the site with no waivers. The subject matter would return to the Council at the meeting on December 10, 2019 should Council approve a continuance.

Council Member Brishke moved to table Ordinance No. 2019-27 to December 10; seconded by Council Member Bates. The motion passed with all members present voting aye.

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NEW BUSINESS

Item No. 11 – Utility Fee Agreement, Oak Properties – Clermont 111 RES

Development Services Director Henschel presented the utility request for water and sewer services for a multi-family development of 288 units. The proposed development has received their site entitlements through Lake County and is requesting utility services for water at 44,352 gallons per day.

Rebecca Wilson, representative of Oak Properties, LLC, stated the property is located in Lake County and is part of the Interlocal Service Boundary Agreement and can be annexed into the City at the City's discretion.

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

Council Member Mullins inquired about development standards. City Manager Gray stated the development has been approved in Lake County but there is a clause in the Interlocal Service Boundary Agreement which allows the City to annex the property into the city limits at any time. The water and sewer impact fees will be paid to the City with the other fees going towards Lake County. City Attorney Mantzaris clarified there is language in the agreement which states that although they have entitlements from the County they are required to meet the City's standards as long as those standards are not inconsistent with the County's standards.

Council Member Travis expressed support for preserving water for City residents. City Manager Gray stated the property is in the City's service area and the City can require them to annex into the City boundaries.

Council Member Brishke moved to approve the utility agreement; seconded by Council Member Bates. The motion passed with all members present voting aye.

Item No. 12 – Variance Request, Bella Terra Subdivision

Planning Manager Kruse presented the applicant's variance requests for their property located southwest of the intersection of Southern Pines Loop and John's Lake Road. The intent of the variances is to allow development of the 24-acre project into a single family subdivision. The owner has decided to develop the property under the current zoning and future land use and seek variances in order to develop the property to its fullest potential. The three variance requests are to allow elevation changes greater than 10 feet, to allow for a reduced fee in lieu of replacement for tree removal, and to allow a lot width of 70 feet other than the required 85 feet. The site has elevation changes that are close to 70 feet in difference from one corner of the property to the other. The total replacement mitigation cost is \$310,885, which includes the costs of the trees, transport and installation and warranty for one year. The requested lot size of 70 feet is similar to the surrounding subdivisions. Staff recommended denial of the requested variances.

Casey Wollschlager, Summergate Development, LLC, stated the variances requested are similar to the surrounding and adjacent developments.

Mayor Ash opened the Public Hearing.

Leo Dresher, displayed documents to the Council and expressed concerns in regards to the easement and traffic.

Jim Purvis, 4206 Hammersmith Drive, expressed opposition to the applicant's request.

Dennis Allard, 1792 Nature Cove Lane, expressed opposition to the applicant's request and inquired about land developers not abiding by City regulations.

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Jean Anne Swords, 2983 Southern Pines Loop, expressed opposition to the applicant's request and concern for the park location within the development.

John Palmer, 14510 Johns Lake Road, stated the subject easement is in the County and not in the City.

Jeff Savasta, 12040 Windy Ridge Lane, expressed opposition to the applicant's request.

Richard Achor, 14324 Johns Lake Road, expressed opposition to the applicant's request.

Marion Ringwood, 1808 Nature Cove Lane, expressed opposition to the applicant's request.

Mr. Wollschlager responded to the public comments. The park idea was more of a place to sit and enjoy the quiet neighborhood as well as connecting the sidewalk of the neighborhood to the public sidewalk for access to the nearby school.

Mayor Ash closed the Public Hearing.

Council Member Mullins inquired about the grading variance. Brian Ashley, representative from Kimley-Horn, stated the dark shading on the south side of the property is where the existing home is located. The center dark shading is the cut needed to maintain accessible roads.

Council Member Mullins inquired about the placement of the park and trees. Mr. Wollshclager replied if the trees stayed, it would be impossible to develop the site due to the amount of dirt needing to be moved.

Council Member Travis expressed opposition to the variances and proposed to deny them all.

Council Member Brishke expressed agreement with Council Member Travis and inquired about future widening of Johns Lake Road. City Manager Gray replied the road is a City road and there are no intentions to widen the road at this time.

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

Item No. 13 – Resolution No. 2019-21R, Walmart

City Clerk Howe read Resolution No. 2019-21R aloud by title only.

A Resolution of the City Council of the City of Clermont, Florida, granting an amendment to a Conditional Use Permit (Resolution 1316 and 2016-12) to allow for an expansion to the existing building in a Planned Unit Development (PUD) zoning district.

Development Services Director Henschel presented applicant's request for an amendment to their Conditional Use Permit to allow for an increase in the building square footage. Currently, the existing Walmart store is limited to 222,590 square feet. The applicant is proposing to build a 3,112 square foot office expansion on the east side of the building. The new space is for office space only. Staff reviewed the request submitted and recommended approval of the Conditional Use Permit.

Darren Walsh, CPH, Inc., applicant, stated the request is for a 3,000 square foot expansion to train new hires and would be for employees only.

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

Council Member Bates moved to approve Resolution No. 2019-21R; seconded by Council Member Brishke. The motion passed with all members present voting aye.

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ADJOURN: With no further comments, this meeting adjourned at 9:19pm.

APPROVED:

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, City Clerk



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AGENDA ITEM

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Meeting Date		
Tuesday, October 8, 2019		
Agenda Item Name		
Surplus Request		
Requested Action		
Recommend to approve Fire Department vehicle as surplus and donate vehicle to retiring Fire Chief.		
Staff Report		
The following vehicle is being requested to be donated to retiring Fire Chief, Carle Bishop. Fire Department Qty: Property Description (1) 2016 Ford F-150 Crew Cab Vehicle No. 3112 – 25,151 miles		
Additional Analysis		
Fiscal Impact Summary		
There is no fiscal impact. The estimated value of the vehicle is \$25,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Fire Department - Property Disposal Fire Department - Property Disposal.pdf		

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AGENDA ITEM

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Tuesday, October 8, 2019		
Agenda Item Name		
Piggyback Purchase and Budget Amendment		
Requested Action		
Recommend to approve a piggyback contract number FSA18-VEH16.0 with Duval Ford Fleet Sales to purchase one vehicle and a budget amendment to the General Fund in the amount of \$42,730.		
Staff Report		
The Purchasing Department and the Fire Department recommend approval of the above action. At the request of the Fire Department, the Purchasing Department sought a contract from Florida Sheriff's Association number FSA18-VEH16.0, to purchase one (1) 2020 Ford Expedition. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1909-003 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for five (5) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the Florida Sheriff's Association contract number FSA18-VEH16.0. The Florida Sheriff's Association contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy. A budget amendment in the amount of \$42,730 (General Fund) is requested.		
Additional Analysis		
Fiscal Impact Summary		
The current year approved budget does not have funds budgeted for this item. A budget amendment to the General Fund from reserves in the amount of \$42,730 is recommended. Department Account Code: 10522-66400		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CLERMONT FIRE CLERMONT FIRE.pdf		

CLERMONT FIRE

Prepared for:		Contract Holder	DATE:
CLERMONT FIRE BILL HARRISON 352-241-2212 WHarrison@clermontfl.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	8/27/19
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
<i>I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.</i>			
Labor	Code	Equipment	Price
0	SPEC 32	2020 FORD EXPEDITION FULL-SIZE 4-DOOR UTILITY VEHICLES - 4X4 (U1G)	\$ 39,559.00
0	100A	BASE TRIM PACKAGE	NC
0	99T	3.5L ECO V6 ENGINE	NC
0	44U	10-SPEED AUTOMATIC TRANSMISSION	NC
0	STD	POWER WINDOWS/ DOOR LOCKS	NC
0	STD	BACK UP CAMERA	NC
0	X3L	3.73 ELECTRONIC LIMITED SLIP AXLE	NC
0	87P	THIRD ROW SEAT POWER FOLD (8 PASSENGER SEATING)	\$ 814.00
0	47B	FLOOR LINERS- FRONT AND REAR (FACTORY)	\$ 159.00
0	66R	REVERSE SENSING	\$ 109.00
0	INCL	RUNNING BOARDS	NC
0	536	TOWING PACKAGE	\$ 1,569.00
0		HD ENGINE RADIATOR	NC
0		PRO TRAILER BACKUP ASSIST	NC
0		INTEGRATED TRAILER BRAKE CONTROLLER	NC
0	RS	RAINSHIELDS-FLANGE STYLE	\$ 175.00
0	INCL	ALL TERRAIN TIRES- P275/65R18	NC
0	TINT	DEEP TINT ALL AROUND	\$ 115.00
0	TAG	NEW CITY TAG	\$ 230.00
0			
0	UM	EXTERIOR: AGATE BLACK	NC
0	LH	INTERIOR: EBONY CLOTH	NC
0		CARPET FLOORS	NC
	VENDOR COMMENTS	PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 42,730.00
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 42,730.00



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 8, 2019		
Agenda Item Name		
Contract Award		
Requested Action		
Recommend to approve a piggyback contract number RFP 19-12R from the City of Tamarac with Office Depot, Inc. to provide office supplies, products and related services to all City Departments.		
Staff Report		
The Purchasing Department recommend approval of the above action. The Purchasing Department sought a contract from the City of Tamarac number RFP19-12R, to obtain the services of office supplies, products and related services to all City Departments. In accordance with the direction of City Council, the Purchasing Department issued a Request for Interest (RFI) number 1908-010 to notify local vendors of the City's intent to utilize other governmental entities' contract. The RFI was posted on the City's website for seven (7) business days. At the completion of the RFI, the Purchasing Department received no interest. Based on this, staff recommends that Council approve to piggyback the City of Tamarac contract number RFP 19-12R. The City of Tamarac contract was obtained through a fully competitive solicitation and complies with the City of Clermont Purchasing Policy.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this contract is \$130,000 and is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. RFI 1908-010	RFI 1908-010.pdf	



REQUEST FOR INFORMATION

Intent to Utilize City of Tamarac Contract for Office Supplies, Products and Related Services

CONTACT INFORMATION:	RFI No. 1908-010	ISSUED DATE: August 23, 2019
Marilyn Rodriguez Contracts Coordinator EMAIL: mrodriguez@clermontfl.org Phone: (352) 241-7350	NOTICE OF INTENT TO PIGGYBACK A CONTRACT NOTICE END DATE: <u>September 02, 2019 at 2:00 P.M. (EST)</u> DEADLINE FOR WRITTEN QUESTIONS: <u>Not Applicable</u>	

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

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

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

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

1 – PIGGYBACK CONTRACT INFORMATION

(a) Department: Purchasing

(b) Company Information: Office Depot, Inc.

(c) Contract Number and Title: 19-12R, Office Supplies, Products and Related Services.

(d) Length of Contract: Contract expires October 13, 2023 with optional four (4) additional one-year renewal.

(e) Product or Service Provided: To provide office supplies, products and related services to all City Departments.

2 – ACTION TO BE TAKEN

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

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



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 8, 2019		
Agenda Item Name		
Interlocal Agreement and Budget Amendment		
Requested Action		
Request approval of the interlocal agreement with Lake County for Wellness Way Consulting Services, with Levey Consulting, LLC and a budget amendment to the General Fund revenues in the amount of \$50,000.		
Staff Report		
As the Wellness Way area develops, the City of Clermont and Lake County are collaborating to define consistent standard guidelines for the properties. The key elements for this agreement are to have a uniformed theme and guidelines for community character standards; park/open space/trails; water utility extension; public safety facilities; infrastructure and other aspects of the development. A set of recommended Design Guidelines will be created to govern the character of the built environment. This would include the framework for the employment, residential, and commercial district. This agreement between City and County will be beneficial to identifying conflict and resolution early in the development process. Staff recommends approving the interlocal agreement with Lake County for the Wellness Way Consulting Services, with Levey Consulting, LLC, with the county's contribution amount of \$50,000 annually towards the agreement.		
Additional Analysis		
Fiscal Impact Summary		
The reimbursement from Lake County is not included in the FY 2020 Budget. Staff recommendation is for a budget amendment to General Fund revenues in the amount of \$50,000.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Wellness Way Interlocal Agreement	Wellness Way Interlocal Agreement.docx	
2. Levey Agreement Exhibit A	Levey Agreement Exhibit A.docx	

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF CLERMONT, FLORIDA
FOR CONSULTING SERVICES FOR WELLNESS WAY**

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and the City of Clermont, a municipal corporation organized under the laws of the State of Florida (the “CITY”).

WITNESSETH:

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

WHEREAS, the Wellness Way Area Plan (the “WWAP”), is a special planning area in southeast Lake County, south of SR 50 and east of US 27 totaling approximately 15,000 acres that is expected to accommodate a significant regional employment center which will promote significant economic development while encouraging fiscally efficient and well-balanced development patterns; and

WHEREAS, the COUNTY and CITY wish to accomplish an extensive set of goals and objectives with the development of the WWAP that includes a conceptual master plan that portrays the program elements, and associated design guidelines; and

WHEREAS, the CITY has entered into a Professional Consulting Services Contract with Levey Consulting, LLC., a Florida Limited Liability Corporation (the “CONSULTANT”), to assist the CITY in developing and executing strategies for economic development in the WWAP; and

WHEREAS, the parties desire to enter into this Agreement in order to collaborate on the economic development of the WWAP.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Agreement by reference.

2. **Purpose.** The purpose of this Agreement is to memorialize the collaboration and support of the CITY and the COUNTY for the economic development of the WWAP, including financial contribution by the COUNTY (the "PROJECT").

3. **City Obligations.**

A. The parties acknowledge that the CITY has solicited and retained the services of the CONSULTANT to assist the CITY for the PROJECT. The services, as identified in **Exhibit A**, attached hereto and incorporated herein by reference, to be provided by the CONSULTANT for the PROJECT will benefit both the CITY and the COUNTY.

B. The CITY, or the CONSULTANT at the CITY'S request, will provide monthly work task schedules to the COUNTY outlining the CONSULTANT'S proposed work tasks on the PROJECT on a monthly basis. Nothing by way of execution of this Agreement is intended to make CONSULTANT, its employees or agents to be contractors, agents, or employees of the COUNTY or obligate the COUNTY to make payments directly to the CONSULTANT.

C. The CITY shall ensure that the CONSULTANT will comply with Section 119.0701, Florida Statutes.

4. **County Obligations.**

A. The parties agree and acknowledge that the budget for the PROJECT contract is estimated to be approximately One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00) per year. The CITY shall submit monthly invoices to the COUNTY outlining the approved tasks completed by the CONSULTANT. The COUNTY agrees to provide funding to the CITY for those services completed by the CONSULTANT which the Lake County Manager or designee determine to be beneficial for the COUNTY; but, except as provided below, in no event will the COUNTY be required to pay more than Fifty Thousand and 00/100 Dollars (\$50,000.00) annually during the term of this Agreement. Payments will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. In the event that the services provided by CONSULTANT in the in initial term of this agreement, exceed \$100,000, upon prior notice to COUNTY, the COUNTY and CITY shall equally share in the additional cost above \$100,000. In the event this Agreement is extended for one additional twelve (12) month period as set forth under Section 7 below, the COUNTY shall provide funding in the amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000) for the additional year under the same terms and conditions as payments were made for the initial term.

B. Funding by the COUNTY to the CITY for the services provided by the CONSULTANT on the PROJECT will continue until such time as the CITY'S contract with the CONSULTANT expires or terminates or this Agreement is terminated, whichever is earlier. In the event funds obligated under this Agreement become reduced or unavailable, the COUNTY will notify the CITY of such occurrence, and the COUNTY may terminate this Agreement without penalty or expense to the COUNTY. The COUNTY will be the final authority as to the unavailability of funds.

C. In the event any of the funding for the PROJECT is funded by grant monies received by the CITY, the COUNTY will not be liable for any non-compliance with the provisions of such grant.

5. Coordination. The parties hereby agree that each will keep the other informed of communications that take place with the CONSULTANT. Each will provide notice to the other of all meetings or conference calls, or copy each other on written communications, so that both parties have the opportunity to participate fully in the development of the PROJECT with the CONSULTANT. The parties also agree that in the event a meeting or conference call takes place, and one party cannot participate, that the participating party will provide a written summary of the meeting or call to the other in a timely manner.

6. Future Projects. Nothing in this Agreement will prohibit the parties from negotiating a different allocation of responsibilities for, or contributions, to the development of the PROJECT. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

7. Term. The term of this Agreement will be for a period of two (2) years beginning on the effective date, with the option of the parties to extend one (1) additional twelve (12) month period.

8. Termination.

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Within twenty (20) days after the effective date of termination, the terminating party shall remit to the non-terminating party a payment equal to fifty percent (50%) of all PROJECT costs incurred as of the date of termination as well as fifty percent (50%) of all PROJECT work mutually authorized to proceed but which has not yet been completed. Nothing in this Agreement will preclude the non-terminating party from seeking additional support for the PROJECT.

B. In the event the CITY assigns or terminates the contract with the CONSULTANT, the CITY shall provide written notice to the COUNTY. In the event the CITY assigns the contract with the CONSULTANT to another vendor or sub-consultant, the COUNTY may terminate this Agreement if the Lake County Manager or designee determines that the vendor or sub-consultant is not acceptable or in the best interest of the COUNTY.

9. **Modifications.** Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity with this Agreement.

10. **Notices.**

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

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Clermont
City Manager
685 West Montrose Street
Clermont, Florida 34711

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

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

D. The parties may designate other parties or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

11. **Entire Agreement.** This document embodies the entire agreement between the parties. It may not be modified or terminated except as provided in this Agreement.

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

13. **Effective Date.** This Agreement will become effective on the date the last party executes this Agreement (“effective date”).

14. **Assignment.** No party to this Agreement may assign the rights and obligations under this Agreement without the prior consent of the other party.

15. **Counterparts.** This Agreement may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Agreement may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

City Clerk

Gail L. Ash, Mayor

This _____ of _____, 2019.

Approved as to form and legality:

City Attorney

Interlocal Agreement between Lake County and the City of Clermont for Consulting Services for Wellness Way

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Timothy I. Sullivan, Chairman

This _____ of _____, 2018.

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A

Exhibit "A"
Task One

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County "Owners Rep" in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be managed by consultant)
 - ii. Quarterly landowner meetings (To be managed by County District Commissioner. Support on agenda and discussion materials from consultant));
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Implementation Plan

- a. The Implementation Plan will establish a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. This Plan will include the following recommended items:
 - i. A consolidated plan reflecting land owner desired development plans and a subsequent establishment of a general plan for the area, identifying residential, employment and commercial districts;
 - ii. Urban Design and Community Character standards;
 - iii. Park/Open Space/Trails;
 - iv. Water/Wastewater & Reclaimed Water Utility Extensions;
 - v. Public Safety facilities;
 - vi. Transportation/mobility plan;
 - vii. K-12 education facilities;
 - viii. Technology strategies;
 - ix. Infrastructure funding mechanisms;

- x. Capital Improvement schedule;
- xi. Exploration and recommendation of incentive programs to assist in business attraction and recruitment

III. A set of recommended Design Guidelines will be created to govern the character of the built environment. The design guidelines will reflect the direction of development established in the plan but will be created as a separate document. These will include the following:

- i. Employment District framework and development guidelines
- ii. Residential District framework and development guidelines
- iii. Commercial District framework and development guidelines
- iv. Framework Roadway/Street cross section guidelines
- v. Landscape/Hardscape Guidelines
- vi. Lighting Guidelines

IV. Outreach and Marketing

- a. Assist in the development of a marketing strategy for Wellness Way
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant.
 - ii. Collaborate with City and County on the concepts, messaging, content and creative elements throughout the project
- b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters
- c. Wayfinding Plan (Optional)
 - i. Master Sign Plan
 - ii. Messaging Strategy
 - iii. Sign Palette (vehicle and pedestrian directional, monument/location)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 8, 2019		
Agenda Item Name		
Professsional Consultant Services Agreement and Budget Amendment		
Requested Action		
Request approval of an agreement with Levey Consulting, LLC for consulting services pertaining to the Wellness Way area and for general planning services in the amount of \$130,000 and a budget amendment to the General Fund in the amount of \$100,000.		
Staff Report		
The proposed consulting services agreement provides for the following: Exhibit A - Consulting services pertaining to the Wellness Way area, including 1.) Project Administration coordinating between the City, County and landowners, 2.) Implementation Plan that will establish a detailed approach to the character, timing, and staging of development within the study area, 3.) Design Guidelines that will be created to govern the character fo the built environment, and 4.) Outreach and Marketing Strategies in the amount of \$100,000. Exhibit B - General planning consulting services pertaining to 1) Downtown Clermont Economic Development Strategic Plan, 2.) Examining City Owned Real Estate in pursuit of City's Master plan; 3.) Annexation Strategies, and 4) Guidance and technical support for Development code, code review and permitting process to create a regulatory environment more conducive to business recruitment, retention and expansion in the amount of \$30,000.		
Additional Analysis		
Fiscal Impact Summary		
The services provided for in Exhibit B are included in the approved FY 2020 Budget. However, the services provided for in Exhibit A are not included in the approved FY 2020 Budget. Staff recommendation is for a budget amendment in the amount of \$100,000 to account #10559-53100.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. Levey agreement	Levey agreement.doc	
2. Levey Agreement Exhibit A	Levey Agreement Exhibit A.docx	
3. Levey agreement Exh B	Levey agreement Exh B.docx	
4. Levey Agreement Exh C	Levey Exhibit C.docx	

PROFESSIONAL
CONSULTANT SERVICES
AGREEMENT

THIS AGREEMENT, made this 8th day of October, 2019, between the City of Clermont, a Municipal Corporation of the State of Florida, (hereinafter referred to as the "CITY") and Levey Consulting, LLC, whose address is PO Box 560156-0156, Orlando, Florida 32856-0156 (hereinafter referred to as "CONSULTANT").

WITNESSETH

WHEREAS, the City is in need of qualified, professional consulting services to assist the City with multiple services with regard to planning and economic development area, including but not limited to providing strategic guidance, planning and development services for and on behalf of the City and Lake County and for the Wellness Way area and providing general services to the City's Planning Department.

NOW THEREFORE, in consideration of the covenants, representations and agreements herein contained, the parties agree as follows:

1. **SCOPE OF SERVICES**: The project and services provided hereunder shall be provided in accordance with any and all applicable laws and professional standards and shall be divided into two Tasks. Task One shall be the Wellness Way Area services provided on behalf of the City and Lake County and as more particularly described in and set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "A". Task Two shall be City general planning services as assigned by the City Manager and as more particularly described in and set forth in the Scope of Services attached hereto and incorporated herein as Exhibit "B". The CITY agrees to and does engage CONSULTANT to perform the professional services as more particularly described in the Scope of Services set forth in Exhibits "A" and "B".

CONSULTANT agrees to assign Richard L. Levey, Ph.D., AICP to perform the assigned responsibilities and duties faithfully, intelligently, and to the best of their ability, and in the best interest of CITY and for Task One in the best interests of the City and Lake County during the term of this Agreement. All services provided shall be performed in accordance with this Agreement and with any and all applicable law, professional standards and guidelines. CITY may request CONSULTANT to make changes in the scope of services or make revisions to the work performed.

2. **AUTHORIZATION TO PROVIDE SERVICES**: CONSULTANT shall not be authorized to provide any services as set forth in the Scope of Services until such time as CONSULTANT has received written authorization from the City Manager, or his designee, to perform the specific tasks set forth therein. In the event that CONSULTANT commences any such services without such authorization, CONSULTANT expressly acknowledges that it shall not be entitled to compensation of any kind related to said services.

3. **COMPENSATION:**

a. The CITY agrees to and does engage CONSULTANT to perform the professional services for Task One as described in Exhibit "A" for compensation in the annual amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000) which may be increased as authorized by the City Manager. CONSULTANT shall bill CITY in installments no more frequently than one time per month and in accordance herewith.

b. The CITY agrees to and does engage CONSULTANT to perform the professional services for Task Two as described in Exhibit "B" for compensation in the amount of \$2,500 per month.

c. As a condition precedent to receiving payment, CONSULTANT shall have been authorized to proceed by CITY for the specific phase or sub-task, shall not be in default of any of the terms and conditions of this Agreement and shall provide to CITY an invoice. The invoice shall include a statement identifying the services provided in accordance with the Scope of Services.

d. All invoices submitted for compensation shall include a statement by CONSULTANT that states as follows:

This statement sets forth only actual time spent by the firm's employees and does not contain any unit billing, multipliers, or other devices that permit payment for more than actual time spent.

e. CITY shall pay all valid, approved and undisputed invoices within thirty (30) days of receipt from CONSULTANT. In the event that CITY disputes any invoice submitted, it shall advise CONSULTANT in writing and said invoice shall not be deemed due and payable under this agreement. Neither the CITY's review approval or acceptance of, nor payment for, any services provided hereunder shall be construed to operate as a waiver of any rights under this Agreement and the CONSULTANT shall be liable to CITY for any and all damages to CITY caused by the CONSULTANT's negligent or wrongful performance of any of the services furnished under this Agreement.

4. **TERM.** This Agreement shall take effect on November 1, 2019 and shall continue for a period of twelve (12) months, until October 31, 2020, or the agreement is terminated as provided in Section 5 below. The term may be extended by mutual written consent of the parties.

5. **TERMINATION.**

a. The non-breaching party upon breach of the terms and conditions contained herein may terminate this Agreement.

b. CONSULTANT recognizes that the services to be provided as part of Task One and set forth in Exhibit "A" are provided as part of an Interlocal Agreement between the City and Lake County. A copy of the Interlocal Agreement is attached hereto and incorporated herein as Exhibit "C". In the event of expiration or termination of that Interlocal for any reason, the portion of this Agreement related to Task One, the services to be provided and the obligation of payment shall immediately terminate as of the effective date of the termination of the Interlocal Agreement. In the event of such termination, the portion of this Agreement related to Task Two, unless otherwise terminated as provided in this Section 5, shall remain and continue in full force and effect.

c. Additionally, CITY shall have the right to terminate the agreement, for any reason, upon thirty (30) days written notice to the CONSULTANT. In the event of termination, without cause, by the CITY pursuant to this section 5c, CONSULTANT shall be compensated in accordance with the services completed and accepted, as of the date of the termination and as set forth in the Scope of Services.

6. **RESPONSIBILITIES OF CONSULTANT.** In addition to all other responsibilities provided herein, CONSULTANT expressly understands and agrees that, through the above- referenced assigned personnel, it shall perform all the services required in the Scope of Services, and further agrees as follows:

a. CONSULTANT acknowledges that CITY and Lake County have entered into an Interlocal Agreement, Exhibit "C" hereto, related to the provision of services as set forth in Exhibit "A". CONSULTANT expressly agrees that to the extent that the terms or conditions as set forth in Exhibit "C" are applicable to CONSULTANT and the performance of services hereunder, those terms and conditions are incorporated herein, and CONSULTANT shall comply therewith to the fullest extent.

b. CONSULTANT shall provide at such frequency as may be determined by CITY, and at a minimally monthly, a report as to CONSULTANT's progress as to performance of the scope of services authorized hereunder.

c. CONSULTANT may retain subcontractors to provide any of the services contemplated herein. Said subcontractors shall be used at the sole expense of CONSULTANT, under the direct supervision of CONSULTANT and with the prior written approval of CITY.

d. CONSULTANT expressly acknowledges that any and all documents, plans, designs, reports, and specifications related to the project and acquired or created by CONSULTANT shall remain, at all times the property of CITY and CONSULTANT. CONSULTANT, therefore, shall preserve and maintain said records and shall immediately provide copies of them to CITY upon termination of this Agreement.

7. **RESPONSIBILITIES OF CITY.** The City shall provide full information, as reasonably directed by CONSULTANT, regarding the requirements of the project.

8. **AUTHORIZED REPRESENTATIVE OF THE CITY.** During the term of this Agreement, the City Manager shall be the designated representative authorized to act on behalf of the CITY, as provided by law, with respect to the project.

9. **INSURANCE PROVIDED BY CONSULTANT.**

a. Workers Compensation. CONSULTANT agrees to pay for and maintain in full force and effect all applicable workers compensation insurance as required by Federal and Florida Law.

b. Comprehensive Automobile Liability. CONSULTANT agrees to pay for and maintain in full force and effect at all times during the term of this Agreement, bodily injury and property damage liability insurance. The limits of said policies shall be in an amount approved by the CITY.

c. Proof of Insurance. The originals of the aforementioned policies of insurance, or certificates of the issuance thereof, shall be delivered to the CITY as evidence of the compliance by the CONSULTANT with the terms and provisions contained herein. Each of the said insurance policies shall be issued by a company or companies authorized to do business in the State of Florida and which have an A.M. Best Company Rating of "A" or better and a Financial Size Category of "VII" or as otherwise approved by CITY, in its sole discretion. Each policy shall name the CITY as an additional insured. The proof of insurance as provided herein, shall be delivered to CITY initially upon execution of this Agreement and thereafter, within thirty (30) days immediately following each renewal thereof.

d. Loss of Insurance. If during the period which an insurance company is providing the coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with any applicable Florida Law, or 3) fail to maintain the Best Rating and Financial Size Category, CONSULTANT shall, as soon as it has knowledge of any such circumstance, immediately notify CITY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until the CONSULTANT has replaced the unacceptable insurer with an insurer acceptable to CITY, the CONSULTANT shall be deemed in default of this Agreement.

e. Insurance Coverage Not Limitation of Liability. The maintenance of insurance coverage as provided herein shall not be construed to limit or have the effect of limiting CONSULTANT's liability to CITY under the provision of any clause or paragraph contained in this Agreement.

10. **INDEMNIFICATION.** CONSULTANT agrees to hold harmless and indemnify, including attorney fees, CITY, its officers, employees and agents against any and all claims, losses, damages or lawsuits for damages, arising from or related to negligent acts, errors or omissions of the CONSULTANT.

11. **INDEPENDENT CONTRACTOR.** The parties agree that at all times and for all purposes within the scope of this Agreement, the relationship of CONSULTANT and CITY is that of an independent contractor.

12. **FORCE MAJEURE.** With regard to the performance hereunder, CONSULTANT shall not be deemed to be in default of this agreement, or have failed to comply with any term or conditions herein if, for reasons beyond CONSULTANT's reasonable control (including, without limitation, acts of God, natural disaster, labor unrest, war, declared or undeclared, the existence of injunctions or requirements for obtaining licenses, permits or other compliance with applicable laws, rules and regulations), such performance is not reasonably possible within such time periods, then the time for such performance shall be extended until removal of such reasons beyond CONSULTANT's reasonable control, provided that CONSULTANT commences such performance as soon as reasonably possible and diligently pursues such performance.

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

CONSULTANT:

Levey Consulting, LLC
PO Box 560156-0156
Orlando, FL 32856-0156

CITY:

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

14. **PROHIBITION AGAINST CONTINGENT FEES.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for CONSULTANT any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement. For breach or violation of this provision, in addition to any and all remedies available to CITY, CITY shall have the right to terminate this agreement without liability and to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

15. **GENERAL PROVISIONS.**

a. Attorneys' Fees. In the event a suit or action is instituted to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover such sum as the Court may adjudge reasonable as attorneys' fees at trial or on any appeal, in addition to all other sums provided by law.

b. Waiver. The waiver by CITY of breach of any provision of this Agreement shall not be construed or operate as a waiver of any subsequent breach of such provision or of such provision itself and shall in no way affect the enforcement of any other provisions of this Agreement.

c. Severability. If any provision of this Agreement or the application thereof to any person or circumstance is to any extent invalid or unenforceable, such provision, or part thereof, shall be deleted or modified in such a manner as to make the Agreement valid and enforceable under applicable law, the remainder of this Agreement and the application of such a provision to other persons or circumstances shall be unaffected, and this Agreement shall be void and enforceable to the fullest extent permitted by applicable law.

d. Amendment. Except for as otherwise provided herein, this Agreement may not be modified or amended except by an Agreement in writing signed by both parties.

e. Entire Agreement. This Agreement including the documents incorporated by reference contains the entire understanding of the parties hereto and supersedes and replaces any and all prior and contemporaneous agreements between the parties with respect to the performance of services by CONSULTANT.

f. Assignment. This Agreement is personal to the parties hereto and may not be assigned by CONSULTANT, in whole or in part, without the prior written consent of CITY.

g. Venue. The parties agree that the sole and exclusive venue for any cause of action arising out of this Agreement shall be Lake County, Florida.

h. Applicable Law. This Agreement and any amendments hereto are executed and delivered in the State of Florida and shall be governed, interpreted, construed and enforced in accordance with the laws of the State of Florida.

i. Public Records. CONSULTANT expressly understands records associated with this project are public records and agrees to comply with Florida's Public Records law, to include, to:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services contemplated herein.

(2) Provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in this Florida's Public Records law or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONSULTANT upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

(5) IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTRACTOR SHALL CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK'S OFFICE, 352-241-7330.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement for the purposes herein expressed on the date first above written.

Attest:

CITY OF CLERMONT, FLORIDA

BY: _____

Tracy Ackroyd Howe, City Clerk

BY: _____

Gail L. Ash, Mayor

Levey Consulting, LLC

BY: _____

Richard L. Levey, Ph.D., AICP

Managing Director

Exhibit "A"
Task One

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County "Owners Rep" in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be managed by consultant)
 - ii. Quarterly landowner meetings (To be managed by County District Commissioner. Support on agenda and discussion materials from consultant));
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Implementation Plan

- a. The Implementation Plan will establish a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. This Plan will include the following recommended items:
 - i. A consolidated plan reflecting land owner desired development plans and a subsequent establishment of a general plan for the area, identifying residential, employment and commercial districts;
 - ii. Urban Design and Community Character standards;
 - iii. Park/Open Space/Trails;
 - iv. Water/Wastewater & Reclaimed Water Utility Extensions;
 - v. Public Safety facilities;
 - vi. Transportation/mobility plan;
 - vii. K-12 education facilities;
 - viii. Technology strategies;
 - ix. Infrastructure funding mechanisms;

- x. Capital Improvement schedule;
- xi. Exploration and recommendation of incentive programs to assist in business attraction and recruitment

III. A set of recommended Design Guidelines will be created to govern the character of the built environment. The design guidelines will reflect the direction of development established in the plan but will be created as a separate document. These will include the following:

- i. Employment District framework and development guidelines
- ii. Residential District framework and development guidelines
- iii. Commercial District framework and development guidelines
- iv. Framework Roadway/Street cross section guidelines
- v. Landscape/Hardscape Guidelines
- vi. Lighting Guidelines

IV. Outreach and Marketing

- a. Assist in the development of a marketing strategy for Wellness Way
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant.
 - ii. Collaborate with City and County on the concepts, messaging, content and creative elements throughout the project
- b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters
- c. Wayfinding Plan (Optional)
 - i. Master Sign Plan
 - ii. Messaging Strategy
 - iii. Sign Palette (vehicle and pedestrian directional, monument/location)

Exhibit “B” Task Two

Scope of Services

The City and Consultant agree that the Consultant will perform the services as set forth below, which may be updated from time to time via direction from the City Manager and/or the Development Services Director. The Services that Consultant shall provide to the City of Clermont are as follows in the following key strategic areas and includes both immediate deliverables for services and ongoing services:

1.0-Downtown Clermont. Coauthoring economic development strategic plan for downtown Clermont. Goal is to conjoin waterfront and downtown into a holonic functioning unit, which generates and absorbs economic growth and activity.

1.1-Assist in the measurement and identification of the economic drivers for the Downtown/Waterfront Master Plan to help guide capital investment decision making by the City

1.2-Advise on key steps in accelerating private investment in response to the Master Plan, including but not limited to:

1.2.1 - Establishment of incremental steps to bring critical retail and support services (food & beverage, etc.) to promote expanded use of Waterfront, including strategic use of city-owned real estate

1.2.2 - Assist in the creation of content for marketing presentations and materials.

1.2.3 – Facilitate introductions/presentations to network of land development and redevelopment firms as potential investors in Downtown/Waterfront Master Plan

1.2.4 - Assess potential of City-owned fiber network to be utilized to attract technology based businesses

2.0-City Owned Real Estate (CORE)

2.1 - Review inventory of properties for reuse/disposition for potential private activity/implementation of Master Plan

2.1.1 - Assist in developing financial analyses of various use options

2.1.2 - Assist in the production of RFP/RFQ processes to solicit private investment/interest in CORE
Support Economic Development

3.0 - Annexation

4.1 - Refine/Develop overall City annexation strategy, including refining fiscal impact analysis to expand municipal tax base

4.0 - Land Development Code & Development/Permitting Process

5.1 - Assist Development Services Director in designing community engagement process to improve code, land development, and permitting process

5.2 - Provide substantive code, land development and permitting process content and expertise during change process

**INTERLOCAL AGREEMENT
BETWEEN
LAKE COUNTY, FLORIDA AND
THE CITY OF CLERMONT, FLORIDA
FOR CONSULTING SERVICES FOR WELLNESS WAY**

THIS INTERLOCAL AGREEMENT is made by and between Lake County, Florida, a political subdivision of the State of Florida (the “COUNTY”), and the City of Clermont, a municipal corporation organized under the laws of the State of Florida (the “CITY”).

WITNESSETH:

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

WHEREAS, the Wellness Way Area Plan (the “WWAP”), is a special planning area in southeast Lake County, south of SR 50 and east of US 27 totaling approximately 15,000 acres that is expected to accommodate a significant regional employment center which will promote significant economic development while encouraging fiscally efficient and well-balanced development patterns; and

WHEREAS, the COUNTY and CITY wish to accomplish an extensive set of goals and objectives with the development of the WWAP that includes a conceptual master plan that portrays the program elements, and associated design guidelines; and

WHEREAS, the CITY has entered into a Professional Consulting Services Contract with Levey Consulting, LLC., a Florida Limited Liability Corporation (the “CONSULTANT”), to assist the CITY in developing and executing strategies for economic development in the WWAP; and

WHEREAS, the parties desire to enter into this Agreement in order to collaborate on the economic development of the WWAP.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants and payment set forth in this Agreement, and intending to be legally bound, the parties hereby agree as follows:

1. Recitals. The above recitals are true and correct and incorporated in this Agreement by reference.

2. **Purpose.** The purpose of this Agreement is to memorialize the collaboration and support of the CITY and the COUNTY for the economic development of the WWAP, including financial contribution by the COUNTY (the “PROJECT”).

3. **City Obligations.**

A. The parties acknowledge that the CITY has solicited and retained the services of the CONSULTANT to assist the CITY for the PROJECT. The services, as identified in **Exhibit A**, attached hereto and incorporated herein by reference, to be provided by the CONSULTANT for the PROJECT will benefit both the CITY and the COUNTY.

B. The CITY, or the CONSULTANT at the CITY’S request, will provide monthly work task schedules to the COUNTY outlining the CONSULTANT’S proposed work tasks on the PROJECT on a monthly basis. Nothing by way of execution of this Agreement is intended to make CONSULTANT, its employees or agents to be contractors, agents, or employees of the COUNTY or obligate the COUNTY to make payments directly to the CONSULTANT.

C. The CITY shall ensure that the CONSULTANT will comply with Section 119.0701, Florida Statutes.

4. **County Obligations.**

A. The parties agree and acknowledge that the budget for the PROJECT contract is estimated to be approximately One Hundred Thousand Dollars and 00/100 Dollars (\$100,000.00) per year. The CITY shall submit monthly invoices to the COUNTY outlining the approved tasks completed by the CONSULTANT. The COUNTY agrees to provide funding to the CITY for those services completed by the CONSULTANT which the Lake County Manager or designee determine to be beneficial for the COUNTY; but, except as provided below, in no event will the COUNTY be required to pay more than Fifty Thousand and 00/100 Dollars (\$50,000.00) annually during the term of this Agreement. Payments will be made in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. In the event that the services provided by CONSULTANT in the in initial term of this agreement, exceed \$100,000, upon prior notice to COUNTY, the COUNTY and CITY shall equally share in the additional cost above \$100,000. In the event this Agreement is extended for one additional twelve (12) month period as set forth under Section 7 below, the COUNTY shall provide funding in the amount not to exceed Fifty Thousand and 00/100 Dollars (\$50,000) for the additional year under the same terms and conditions as payments were made for the initial term.

B. Funding by the COUNTY to the CITY for the services provided by the CONSULTANT on the PROJECT will continue until such time as the CITY'S contract with the CONSULTANT expires or terminates or this Agreement is terminated, whichever is earlier. In the event funds obligated under this Agreement become reduced or unavailable, the COUNTY will notify the CITY of such occurrence, and the COUNTY may terminate this Agreement without penalty or expense to the COUNTY. The COUNTY will be the final authority as to the unavailability of funds.

C. In the event any of the funding for the PROJECT is funded by grant monies received by the CITY, the COUNTY will not be liable for any non-compliance with the provisions of such grant.

5. Coordination. The parties hereby agree that each will keep the other informed of communications that take place with the CONSULTANT. Each will provide notice to the other of all meetings or conference calls, or copy each other on written communications, so that both parties have the opportunity to participate fully in the development of the PROJECT with the CONSULTANT. The parties also agree that in the event a meeting or conference call takes place, and one party cannot participate, that the participating party will provide a written summary of the meeting or call to the other in a timely manner.

6. Future Projects. Nothing in this Agreement will prohibit the parties from negotiating a different allocation of responsibilities for, or contributions, to the development of the PROJECT. The maintenance and ownership of each future project, if any, will be negotiated on a project by project basis.

7. Term. The term of this Agreement will be for a period of two (2) years beginning on the effective date, with the option of the parties to extend one (1) additional twelve (12) month period.

8. Termination.

A. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. Within twenty (20) days after the effective date of termination, the terminating party shall remit to the non-terminating party a payment equal to fifty percent (50%) of all PROJECT costs incurred as of the date of termination as well as fifty percent (50%) of all PROJECT work mutually authorized to proceed but which has not yet been completed. Nothing in this Agreement will preclude the non-terminating party from seeking additional support for the PROJECT.

B. In the event the CITY assigns or terminates the contract with the CONSULTANT, the CITY shall provide written notice to the COUNTY. In the event the CITY assigns the contract with the CONSULTANT to another vendor or sub-consultant, the COUNTY may terminate this Agreement if the Lake County Manager or designee determines that the vendor or sub-consultant is not acceptable or in the best interest of the COUNTY.

9. Modifications. Unless otherwise specified in this Agreement, no modification, amendment, or alteration of the terms or conditions contained in this Agreement will be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity with this Agreement.

10. Notices.

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

COUNTY

County Manager
Lake County Administration Building
P.O. Box 7800
Tavares, Florida 32778

CITY

City of Clermont
City Manager
685 West Montrose Street
Clermont, Florida 34711

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

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

D. The parties may designate other parties or addresses to which notice will be sent by notifying, in writing, the other party in a manner designated for the filing of notice under this Agreement.

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

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

13. **Effective Date.** This Agreement will become effective on the date the last party executes this Agreement (“effective date”).

14. **Assignment.** No party to this Agreement may assign the rights and obligations under this Agreement without the prior consent of the other party.

15. **Counterparts.** This Agreement may be executed in counterparts, each executed counterpart to be deemed an original and all of which will constitute but one and the same instrument. This Agreement may be executed by electronic signatures and electronic signatures will constitute originals for all purposes.

CITY

ATTEST:

CITY OF CLERMONT, FLORIDA

City Clerk

Gail L. Ash, Mayor

This _____ of _____, 2019.

Approved as to form and legality:

City Attorney

Interlocal Agreement between Lake County and the City of Clermont for Consulting Services for Wellness Way

COUNTY

LAKE COUNTY, FLORIDA through its
BOARD OF COUNTY COMMISSIONERS

ATTEST:

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

Timothy I. Sullivan, Chairman

This _____ of _____, 2018.

Approved as to form and legality:

Melanie Marsh, County Attorney

EXHIBIT A

Task One

Wellness Way Project Scope

I. Project Administration

- a. Provide ongoing coordination efforts between the City, County and landowners
- b. Coordinate infrastructure funding, timing and implementation;
- c. Act as City and County “Owners Rep” in building consensus and collaboration between all parties;
- d. Identify conflicts and their resolution early in the development process;
- e. Recommend governance structure(s), if applicable; and
- f. Support City and County entitlement efforts.
- g. The Consultant will assist the City and County in establishing regularly scheduled meetings to advance the objectives of Wellness Way. These meetings may include:
 - i. Monthly development coordination meetings between City and County staff; (To be managed by consultant)
 - ii. Quarterly landowner meetings (To be managed by County District Commissioner. Support on agenda and discussion materials from consultant));
 - iii. Quarterly update presentations to the City Council and County Commission (or as requested by the City or County Manager)

II. Implementation Plan

- a. The Implementation Plan will establish a detailed approach to the character, timing and staging of development within the study area, including appropriate stakeholder engagement. This Plan will include the following recommended items:
 - i. A consolidated plan reflecting land owner desired development plans and a subsequent establishment of a general plan for the area, identifying residential, employment and commercial districts;
 - ii. Urban Design and Community Character standards;
 - iii. Park/Open Space/Trails;
 - iv. Water/Wastewater & Reclaimed Water Utility Extensions;
 - v. Public Safety facilities;
 - vi. Transportation/mobility plan;
 - vii. K-12 education facilities;
 - viii. Technology strategies;
 - ix. Infrastructure funding mechanisms;
 - x. Capital Improvement schedule;
 - xi. Exploration and recommendation of incentive programs to assist in business attraction and recruitment

III. A set of recommended Design Guidelines will be created to govern the character of the built environment. The design guidelines will reflect the direction of development established in the plan but will be created as a separate document. These will include the following:

- i. Employment District framework and development guidelines
- ii. Residential District framework and development guidelines
- iii. Commercial District framework and development guidelines
- iv. Framework Roadway/Street cross section guidelines
- v. Landscape/Hardscape Guidelines
- vi. Lighting Guidelines

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- a. Assist in the development of a marketing strategy for Wellness Way
 - i. Assist the City and County in the selection of a 3rd party branding and marketing consultant.
 - ii. Collaborate with City and County on the concepts, messaging, content and creative elements throughout the project
 - b. Assist in the ongoing recruitment of anchor companies and desired commercial/industrial clusters
 - c. Wayfinding Plan (Optional)
 - i. Master Sign Plan
 - ii. Messaging Strategy
- Sign Palette (vehicle and pedestrian directional, monument/location)



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 8, 2019		
Agenda Item Name		
Sign Maintenance Agreement, Annual Review		
Requested Action		
Consider agreement between City of Clermont and Lake County for traffic sign maintenance and emergency repairs in the estimated annual amount of \$19,750.		
Staff Report		
This is a new agreement with Lake County Public Works for the annual inspection, maintenance and emergency repair of all regulatory signs on all city owned roadways. This agreement, if signed, will automatically terminate on September 30 2020.		
Additional Analysis		
Fiscal Impact Summary		
The estimated amount of this agreement is \$19,750 and is included in the current year approved budget.		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1.	Sign Maintenance Agr amd_Clermont_8.19.19	Sign Maintenance Agr amd_Clermont_8.19.19.pdf

**AMENDED AND RESTATED INTERLOCAL AGREEMENT
BETWEEN CITY OF CLERMONT, FLORIDA AND
LAKE COUNTY, FLORIDA
FOR TRAFFIC SIGN MAINTENANCE AND EMERGENCY REPAIRS**

THIS AMENDED AND RESTATED AGREEMENT (“Agreement”) is by and between the City of Clermont, Florida, a municipal corporation organized under the laws of Florida, hereinafter referred to as “CITY”, and Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY”, collectively the “parties”.

RECITALS

WHEREAS, the COUNTY operates its own sign shop and has staff who inspect and maintain traffic and street signs; and

WHEREAS, signs need to be inspected and repaired or replaced when necessary, and it is in the best interests of both the COUNTY and the CITY to cooperate for these services; and

WHEREAS, the CITY and the COUNTY entered into an Interlocal Agreement for Traffic Sign Maintenance and Emergency Repairs on October 6, 2011, whereby the COUNTY agreed to provide traffic sign inspection, assessment, and maintenance services for all traffic signs on CITY-maintained streets (“2011 Agreement”); and

WHEREAS, the 2011 Agreement was amended by the parties by way of a First Amendment dated January 9, 2013; and

WHEREAS, the 2011 Agreement was subsequently amended by the parties by a second Amendment dated September 9, 2014; and

WHEREAS, the COUNTY and the CITY seek to now restate and amend the Agreement between the parties concerning traffic sign maintenance and emergency repairs.

NOW, THEREFORE, in consideration of the foregoing recitals, promises and mutual covenants contained herein, the parties hereto agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein.
2. **Definitions.** As used in this Agreement:
 - A. “Deficient Sign” means a sign that does not meet the minimum retroreflectivity requirement, or a sign that is missing, damaged or vandalized.
 - B. “Deficient Sign Assembly” means that the support post holding a sign or signs is damaged and must be reinstalled or replaced, or that one or more of the signs on the support post do not meet the minimum retroreflectivity

requirement, or that one or more of the signs on the support post are missing, damaged or vandalized.

- C. “Emergency Repair” generally means work required to remedy any condition that impairs the functionality and/or visibility of a “stop” or “yield” sign, and specifically means work performed under the accelerated time frame described in Section 3(C) of this Agreement.
- D. “Sign Assembly” means a support post and all signs attached to that post.
- E. “Street Name Sign” means a sign indicating the name of a street, as opposed to a traffic or directional sign.
- F. “Traffic Sign” means a sign that controls traffic and that is referenced in the Manual on Traffic Control Devices (MUTCD) and the Florida Department of Transportation (FDOT) Design Standards manual. Non-standard signs not referenced within or recommended by the MUTCD or FDOT Design Standards, including but not limited to decorative signs, novelty signs such as ‘Slow - Children at Play’, ‘Deaf Child Area’, ‘Blind Child Area’, and advertising signs, shall not be considered Traffic Signs for purposes of this Agreement. The following signs are also excluded from this definition and from this Agreement: “No Parking” signs, parking lot signs, and trail signs.

3. **Agreement.** The COUNTY and the CITY agree as follows:

- A. **Inspection and Inventory.** COUNTY will inspect and inventory all Traffic Signs, Street Name Signs, Stop Signs and Yield Signs on CITY-maintained streets. COUNTY will prepare and provide CITY with a sign inventory for CITY with the information contained in **Attachment “A”**, attached hereto and incorporated herein by reference. The sign inventory will provide a list of the emergency and non-emergency signs that, as determined by COUNTY, require replacement. Each sign in the inventory shall be inspected at least once every twelve (12) months. COUNTY agrees to provide COUNTY a monthly report indicating which sign(s) on CITY-maintained streets, if any, were inspected that month and whether such sign(s) were in need of replacement.
- B. **Repair for Traffic Signs and Street Name Signs.** With the exception of Stop Signs and Yield Signs which are addressed in paragraph 3(C) below, COUNTY has no obligation or duty under this Agreement to repair or replace any Traffic Sign or Street Name Sign on a CITY-maintained street unless requested to do so by CITY in writing. If CITY makes a written request for COUNTY to repair or replace a Traffic Sign or Street Name Sign, CITY agrees to pay COUNTY at the rates listed in paragraph 3(F) below. If COUNTY is requested by CITY to repair or replace a Traffic Sign or Street Name Sign, the County agrees to provide the repair or replacement within seven (7) business days of the CITY’s request.

- C. **Repair for Stop Signs and Yield Signs.** COUNTY agrees to repair and replace Stop Signs and Yield Signs on CITY-maintained streets during the term of this Agreement. COUNTY shall repair or replace any Stop Sign and Yield Sign which becomes deficient for any reason upon becoming aware of such deficiency, whether observed through inspection or upon being notified by CITY. CITY agrees to pay COUNTY at the rates listed in paragraph 3(F) below for these services.
- COUNTY agrees to provide CITY a twenty-four (24) hour point of contact, to include name and phone number, who may be contacted by CITY at any time for Emergency Repair. When requested by CITY, COUNTY will respond to emergency calls within a maximum of three (3) hours, with response time within one (1) hour by phone to the CITY designated representative and with COUNTY staff on-site within two (2) hours after telephone contact, except when compliance with any government law or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the COUNTY renders such timely performance impossible. In such case, COUNTY shall respond to such emergency call as soon as possible.
- D. **MUTCD Compliance and Standards.** All work performed by the COUNTY shall be performed in accordance with the most current MUTCD manual, and in compliance with standards promulgated by the State Department of Transportation and the Florida Statutes.
- E. **Qualified Employees.** The COUNTY shall provide qualified employees and materials to perform all tasks and work under this Agreement.
- F. **COUNTY Charges for Service.** For the services, signs and materials to be provided by the COUNTY to the CITY pursuant to this Agreement, the CITY agrees to pay the COUNTY as follows:
- (i) There shall be a labor charge calculated at the rate of **\$15.65** per Sign Assembly per year.
 - (ii) If CITY requests COUNTY to repair, replace, or fabricate a sign (including Traffic Sign, Street Name Sign, Stop Sign, or Yield Sign) COUNTY will charge CITY and CITY agrees to pay to COUNTY a rate of **\$48.04** per sign assembly, plus actual cost of materials. If CITY supplies to COUNTY adequate sign materials, COUNTY agrees not to charge CITY cost of materials received. COUNTY may bill CITY monthly for the rates and costs and will provide a detailed invoice to CITY.

4. **Return of Removed or Replaced Signs.** COUNTY shall promptly return to CITY any Traffic Signs, Street Name Signs, Stop Sign and Yield Sign regardless of their condition, it removes and replaces.

5. **CITY'S Obligations.**

- A. **Payment.** The CITY agrees to promptly review all invoices transmitted by the COUNTY and to remit payment within thirty (30) days of receipt.
- B. **Changes to Inventory.** The CITY shall provide the COUNTY with information regarding the installation of new signs, removal of existing signs, or removal of existing signs from the CITY's jurisdiction, during the period of this Agreement.
- C. **Additional Costs to CITY.** The CITY acknowledges that the COUNTY is using its own, existing equipment, software and database for purposes of creating and maintaining the inventory contemplated herein. The CITY agrees that if the CITY wants its own digital copy of the database at any point during the term of this Agreement, the CITY will obtain the necessary software at its sole cost. COUNTY agrees to provide paper copies to CITY upon request if CITY so desires, with CITY paying the copy costs for such work.

6. **Term of Agreement.** This Agreement shall become effective upon execution of the parties and shall automatically terminate on September 30, 2020 ("termination date"). On September 30, 2020, this Agreement will be considered terminated and COUNTY will have no further obligation under this Agreement. Within forty-five (45) days of this termination date, CITY shall pay to COUNTY any balance due to COUNTY for work, costs, materials, and services provided to CITY by COUNTY under this Agreement.

7. **Assignment.** Neither party may assign this Agreement without the express, prior, and written consent of the other party.

8. **Notices.** Wherever provision is made in this Agreement for the giving, serving or delivering of any notice, statement, or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

COUNTY

Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida 32778

CITY

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

9. **Entire Agreement.** This document embodies the entire agreement between the parties, and that neither party has made any statement, promise or agreement, or taken upon itself

any engagement whatsoever that it is not fully capable of honoring to its fullest. If any provision, condition, promise, or part of this Agreement is found or held to be invalid, it is the intent of the parties that the remaining provisions are unaffected and will be honored by the parties. To this end, the provisions of this Agreement are declared severable.

AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN CLERMONT & LAKE COUNTY FOR TRAFFIC SIGN MAINTENANCE AND EMERGENCY REPAIRS_2019

10. Modification. No modification, amendment or alternation of the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

11. Prior Agreements. All other agreements, whether oral or in writing, including the 2011 Agreement, between the parties regarding traffic sign maintenance and emergency repairs will be considered terminated as of the effective date of this Agreement.

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

CITY

CITY OF CLERMONT, FLORIDA

Gail L. Ash, Mayor

This ____ day of _____, 2019.

ATTEST:

Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

**AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN CLERMONT & LAKE
COUNTY FOR TRAFFIC SIGN MAINTENANCE AND EMERGENCY REPAIRS_2019**

COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

Leslie Campione, Chairman

This ____ day of _____, 2019.

ATTEST:

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

Approved as to form and legality:

Melanie Marsh, County Attorney

ATTACHMENT “A”

Sign Inventory Includes:

- Record sign information
- Record location, road ahead, road back, travel direction, side of the road
- Record setback and height
- Record sign legend
- Record sign size
- Record sign sheeting material
- Record post type and size
- Assign and attached support number
- Assign sign ID
- Record sign retroreflectivity reading
- Take Picture
- Assess condition, assess compliance with MUTCD and suggested make repairs or replacements.

Street Name Sign Fabrication Pricing:

Size: 9' x 24", 30", 36", 42", 48", or 54"

Type: Two signs single faced back to back will be considered one street name sign

Number: Usually two street name signs per location

Pricing: **\$48.04** per sign plus cost of materials



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Employee Benefit Renewal and Changes and contract with MetLife	
Requested Action	
Request to approve employee group medical and dental plan renewal and changes effective January 1, 2020, and contract with MetLife for Voluntary Group Critical Illness, Accident, and Hospital Indemnity insurances.	
Staff Report	
The Employee Group Medical Plan is self-funded and has been established since 1990. The plan provides health, dental and prescription drug coverage for employees, retirees and eligible dependents. During the month of September 2019 the Employee Insurance Committee, made up of employees representing all city departments, met to discuss possible changes to the plan. For Plan Year 2020, a change in contribution levels for city, employees and retirees is not being recommended. Plan Design Changes The following health plan design changes are recommended for Plan Year 2020 and would take effect January 1, 2020. Change the copay of the telemedicine benefit from \$15 to \$0. The reason for lowering the copays is to drive health plan members to use the telemedicine benefit. Surcharges Maintain the employee and dependent tobacco user surcharges at 15% of the total unit cost. The tobacco user surcharge has been in place since 2009. As always, the City makes available reasonable alternative standards for the employee/dependent to qualify for the non-tobacco user rates by participating in a tobacco cessation program and submitting a certificate of completion. Stop Loss/Reinsurance Continue the self-insurance plan stop loss insurance. Based on the benefits consultant's recommendation, the size of our group and amount of claims, it is recommended that the individual deductible for large claims be increased from \$165,000 to \$181,500. By increasing the individual deductible, it would result in an 8.7% reduction of the renewal reinsurance premium (approximately \$67,000). Wellness Program Continue the current voluntary wellness program, which incorporates a premium incentive of a \$5, \$10, or \$15 credit per paycheck for employees and spouses who participate in the program at the corresponding levels.	

Summary

With all of the above noted changes, if claims run as projected, the fund's cash reserves at December 31, 2020 are projected to be at \$2,306,196 or 56.10% of projected annual claims. The State-required target ending cash reserve is 33% of projected claims.

Employee Voluntary Group Critical Illness, Accident, and Hospital Indemnity Insurance Plans

The City provides voluntary group Critical Illness, Accident, and Hospital Indemnity insurance plans for employees to purchase on a 100% employee-paid basis. The City's benefits consultant/Hylant shopped for this coverage and received proposals on the City's behalf. A summary of the proposals and comparisons were reviewed by City staff and the Employee Insurance Committee. There were 9 responses for all plans. MetLife is recommended as the carrier for critical illness, accident, and hospital indemnity, as it provides the most competitive quote and coverage. Moving to MetLife will result in an overall savings on each plan's rates and a 2-year rate guarantee.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

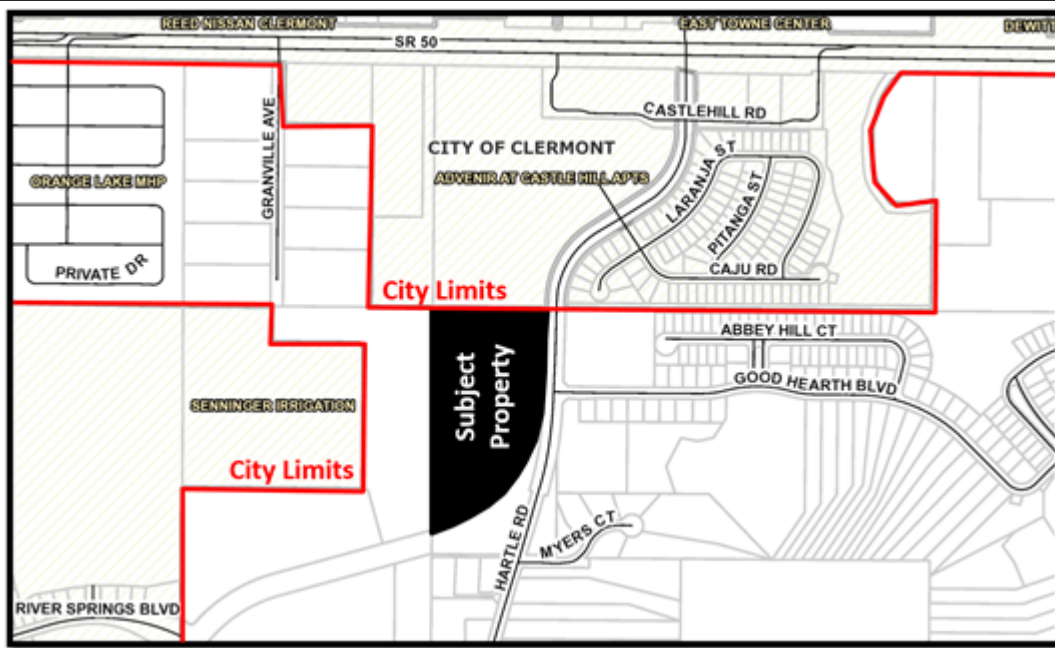


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Ordinance No. 2019-14 <i>Final</i> <i>Wise Annexation</i> <i>Table to April 14, 2020</i>	
Requested Action	
Recommend approval of Ordinance 2019-14.	
Staff Report	
The applicant, LPG Urban & Regional Planners, LLC, is requesting voluntary annexation of the subject property. The property, approximately 13 acres, is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for a Large-Scale Comprehensive Plan Amendment and a rezoning to a Planned Unit Development (PUD). The property has been historically used for agricultural uses, formerly citrus and now planted pine.	
	
The applicant desires to develop the property for commercial, office, and multi-family use. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The applicant is requesting City services for the 13 +/- acre project, in which the City can fully serve. The property is contiguous with the City limits along the northern property line.	



The related request for a comprehensive plan amendment would change the future land use from Lake County's Urban Low Density designation to the City's Commercial. The annexation would assign the default zoning in the City to Urban Estate Low Density Residential. The applicant is requesting a rezoning to a PUD for up to 96,000 square feet of commercial/office space and 96 multi-family units.

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

Additional Analysis

Fiscal Impact Summary

Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)

1.	2019-14 Wise ANN	2019-14 Wise ANN August.doc
2.	6 month extension Wise	6 month extension Wise.pdf
3.	Legal Ad	LF-D048519.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-14

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:

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

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD



CITY OF CLERMONT
ORDINANCE NO. 2019-14

BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1 /4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SQUIB 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING



CITY OF CLERMONT
ORDINANCE NO. 2019-14

FIVE (5) COURSES: SOUTH 11'58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14'56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15'49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16'43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17'05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00'20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74'35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72'46'33" FOR 939.93 FEET; THENCE SOUTH 88'11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73'38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73'38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73'38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'16'21" FOR 218.95 FEET; THENCE SOUTH 00'22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17'16'39" EAST FOR 178.58 FEET; THENCE NORTH 16'26'45" EAST FOR 80.85 FEET; THENCE NORTH 16'03'52" EAST FOR 20.50 FEET; THENCE NORTH 86'56'24" EAST FOR 1.36 FEET; THENCE NORTH 16'09'13" EAST FOR 22.28 FEET; THENCE NORTH 14'42'51" EAST FOR 26.66 FEET; THENCE NORTH 18'18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

LOCATION

West of the County Road 455/Hartle Road and Good Health Boulevard Intersection
Alternate Key 1648157

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

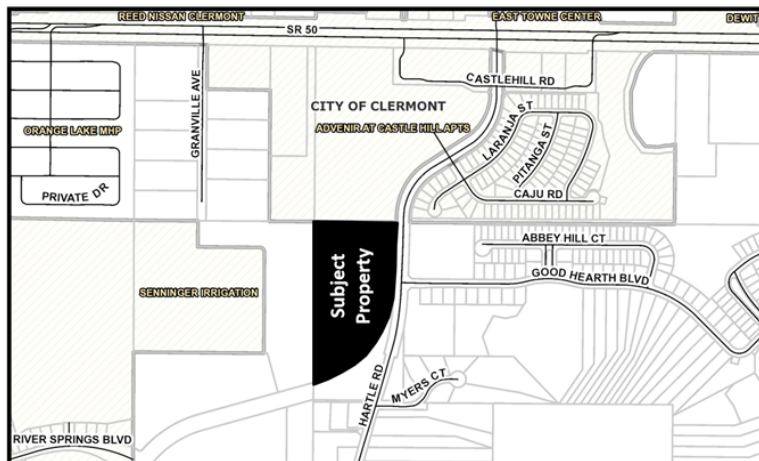
SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-14

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida on this 27th day of August, 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



September 26, 2019

Mr. Curt Henschel, Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: Wise (#1579/2)
Annexation, LSCPA and Rezoning

Dear Mr. Henschel:

We, on behalf of our client, Daniel Wise, Trustee, would like to request a six month continuance until March 2020 based on the temporary moratorium Ordinance recently adopted regarding multi-family development within the City. The applicant understands that the project may proceed under the terms of Ordinance No. 2019-39, however, in an effort to cooperate with the City of Clermont, we are requesting a continuance in an effort to work together. As you are aware, our client has cooperated with both Lake County and the City of Clermont regarding the extension of Hartle Road and Hook Street. It is our clients desire to provide a quality development consisting of commercial and multi-family uses.

Should you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Beliveau".

Greg A. Beliveau, AICP

Cc: Daniel Wise
File

LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, May 28, 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.

ORDINANCE NO. 2019-14

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

Location:

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY’S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
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SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND’S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL “A”
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PARCEL “B”

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT “A”; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN’S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38’17” EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38’17” EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38’17” EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 0616°21” FOR 218.95 FEET; THENCE SOUTH 00°22’13” WEST ALONG SAID BOUNDARY OF JOHN’S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34’35” WEST ALONG SAID SOUTH LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16’39” EAST FOR 178.58 FEET; THENCE NORTH 1 16°26’45” EAST FOR 80.85 FEET; THENCE NORTH 16°03’52” EAST FOR 20.50 FEET; THENCE NORTH 86°56’24” EAST FOR 1.36 FEET; THENCE NORTH 16°09’13” EAST FOR 22.28 FEET; THENCE NORTH 14°42’51” EAST FOR 26.66 FEET; THENCE NORTH 18°18’30” EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

Alternate Key 1648157

See Map Below

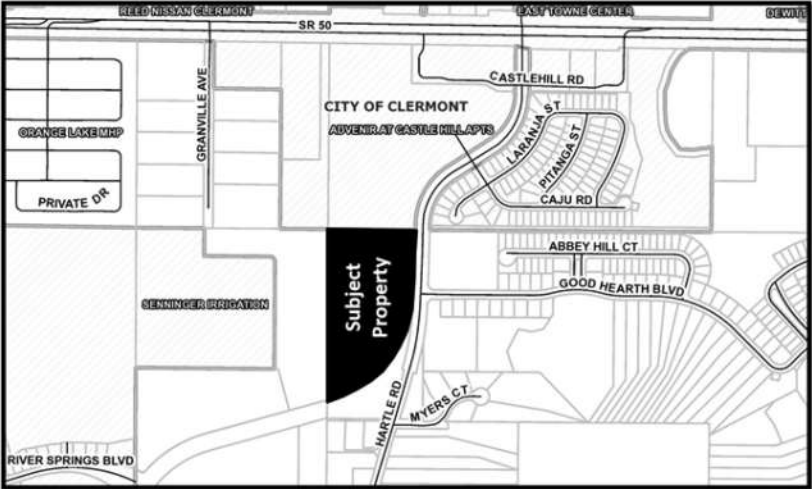
The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk



D048519 - May 14 & 21, 2019

☐ **PROOF O.K. BY:** _____

☐ **O.K. WITH CORRECTIONS BY:** _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date

Tuesday, October 8, 2019

Agenda Item Name

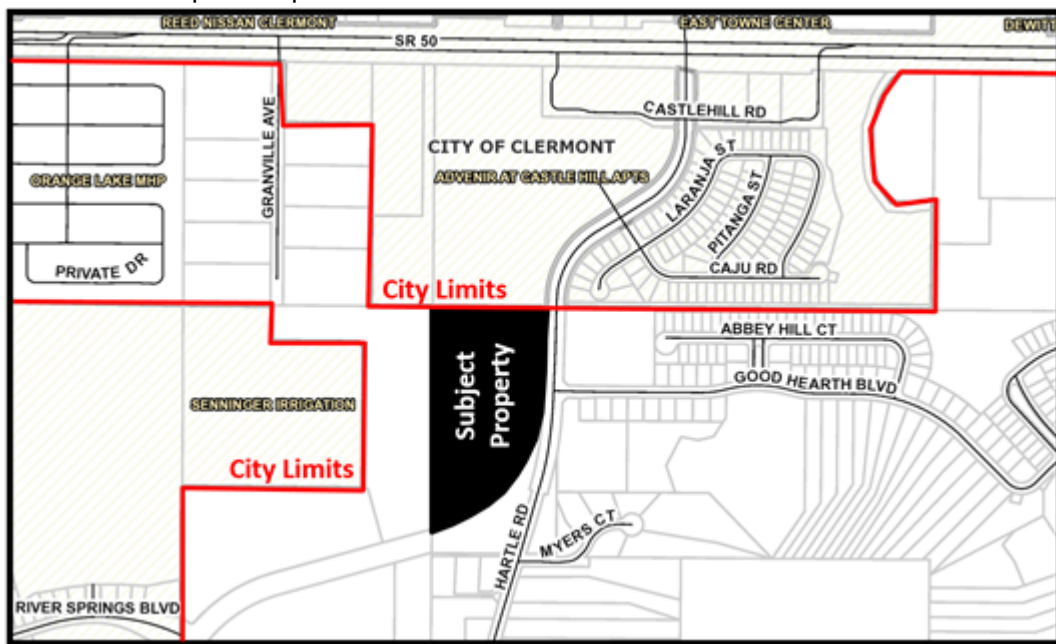
Ordinance No. 2019-15 *Final*
Wise Large-Scale Comprehensive Plan Amendment
Table to April 14, 2020

Requested Action

Recommend approval of Ordinance No. 2019-15.

Staff Report

The applicant, LPG Urban & Regional Planners, LLC, is requesting a large-scale comprehensive plan amendment on the subject property. The property, approximately 13 acres, is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for annexation and a rezoning to a Planned Unit Development (PUD). The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been historically used for agricultural uses, formerly citrus and now planted pine.



The proposed map amendment will change the future land use from Lake County's Urban Low Density to the City's Commercial. Under Lake County's Comprehensive Plan, FLU Policy 1-1.3.2, the property can be developed at a maximum density (4 units/net acre) of 53 residential units and 144,945 square feet of commercial. The City's Commercial Future Land Use allows up to 0.25 Floor Area Ratio (FAR) and up to 12 units per acre. The commercial square footage would be the same, 144.945 square feet, but an increase of 8 units per acre, or 104 additional residential units could be constructed. The applicant is requesting a rezoning to a PUD for up to 96,000 square feet

of commercial/office space and 96 multi-family units that would cap the development totals.

Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include:
Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Policy 1.2.4: The adopted FLUM contains and identifies appropriate locations for land use categories which were established to prevent urban sprawl, provide for the protection of natural and historic resources and maximize economic development.

Policy 1.9.2: The maximum intensity of commercial development shall be limited to 0.25 FAR. The maximum density for residential uses shall be 12 units per acre, except for lands which may allow a bonus density of up to 25 units per acre through an affordable housing component, as provided for in the Land Development Code, Section 122, Division 16 Special Overlay District. Densities higher than eight units per acre shall require a conditional use permit or a Planned Unit Development (PUD) zoning.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

The proposed amendment was transmitted to the Florida Department of Economic Opportunity (DEO) and the reviewing agencies for review in March. Comments have been received back from three of the agencies. Two were "no comments" and FDOT advised further technical assistance to monitor impacts and coordinate with the Department in order to identify appropriate mitigation strategies to address potential impacts to State Facilities as development on the subject site progresses beyond the amendment phase.

Staff is able to support the request for the comprehensive plan change since the subject property meets the requirements for voluntary annexation, the City is capable of serving the property, it is not in conflict with the City's Comprehensive Plan, and the property can be developed in a similar fashion under Lake County's Urban Low Density. Therefore; staff recommends approval of the transmittal of the large-scale comprehensive plan amendment to change the future land use from Lake County Urban Low Density to the City's Commercial. *The Planning & Zoning Commission recommend unanimous approval, 7-0 for transmittal.*

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|------------------------|-----------------------------|
| 1. | 2019-15 Wise CPA | 2019-15 Wise CPA August.doc |
| 2. | 6 month extension Wise | 6 month extension Wise.pdf |
| 3. | Wise CPA Legal Ad | Wise CPA Legal Ad.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-15

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:

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



CITY OF CLERMONT
ORDINANCE NO. 2019-15

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1 /4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40' WEST FOR 475.87 FEET TO THE POINT OF



CITY OF CLERMONT
ORDINANCE NO. 2019-15

BEGINNING; THENCE CONTINUE SQUIB 01'48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14'33'03" FOR 482.53 FEET; THENCE SOUTH 73'38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11'58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14'56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15'49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16'43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17'05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00'20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74'35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72'46'33" FOR 939.93 FEET; THENCE SOUTH 88'11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

PARCEL "B"

THAT PORTION OF TRACT 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE AFOREMENTIONED POINT "A"; THENCE ALONG THE WESTERLY BOUNDARY LINE OF JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73'38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73'38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73'38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06'16'21" FOR 218.95 FEET; THENCE SOUTH 00'22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89'34'35" WEST ALONG SAID SOUTH LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE



CITY OF CLERMONT
ORDINANCE NO. 2019-15

FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

Alternate Key 1648157

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: URBAN LOW DENSITY
TO CITY OF CLERMONT: COMMERCIAL

SECTION 2.

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

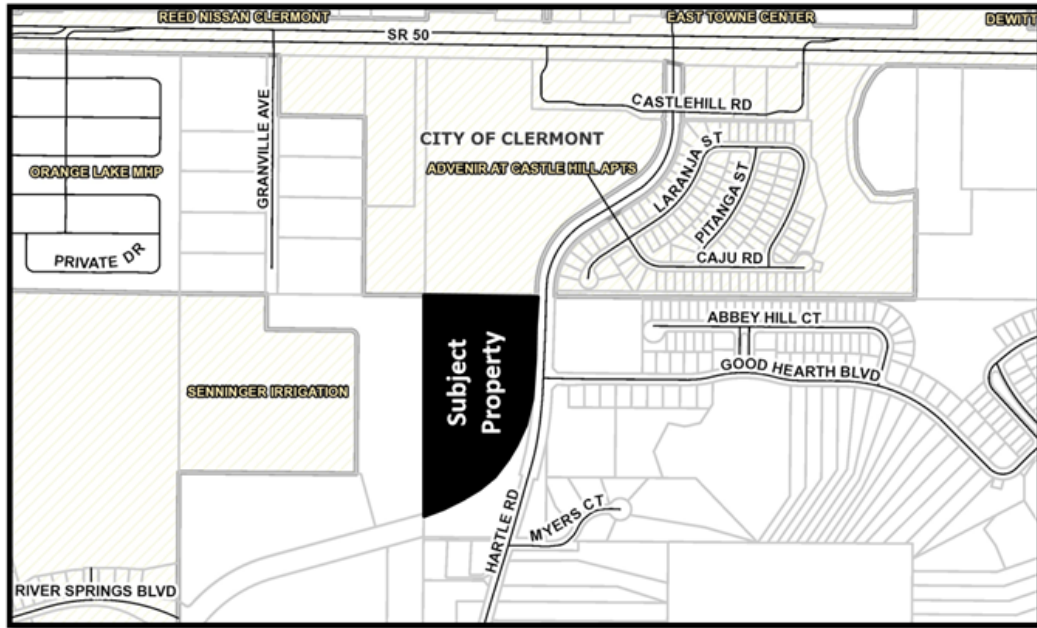
SECTION 3.

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

SECTION 4.

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

CITY OF CLERMONT
ORDINANCE NO. 2019-15





CITY OF CLERMONT
ORDINANCE NO. 2019-15

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this 27th day of August, 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



September 26, 2019

Mr. Curt Henschel, Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: Wise (#1579/2)
Annexation, LSCPA and Rezoning

Dear Mr. Henschel:

We, on behalf of our client, Daniel Wise, Trustee, would like to request a six month continuance until March 2020 based on the temporary moratorium Ordinance recently adopted regarding multi-family development within the City. The applicant understands that the project may proceed under the terms of Ordinance No. 2019-39, however, in an effort to cooperate with the City of Clermont, we are requesting a continuance in an effort to work together. As you are aware, our client has cooperated with both Lake County and the City of Clermont regarding the extension of Hartle Road and Hook Street. It is our clients desire to provide a quality development consisting of commercial and multi-family uses.

Should you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Beliveau".

Greg A. Beliveau, AICP

Cc: Daniel Wise
File

CITY OF CLERMONT

NOTICE OF PROPOSED AMENDMENT TO COMPREHENSIVE PLAN ORDINANCE NO. 2019-15

The City of Clermont will hold public hearings on Tuesday, March 5, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, March 12, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Urban Low Density to Commercial.

The City of Clermont will hold a public hearing on Tuesday, May 28, 2019 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.

Location:
West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

Ordinance No. 2019-15

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

The public hearings are in the Council Chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

0048493 - February 23 & May 14, 2019

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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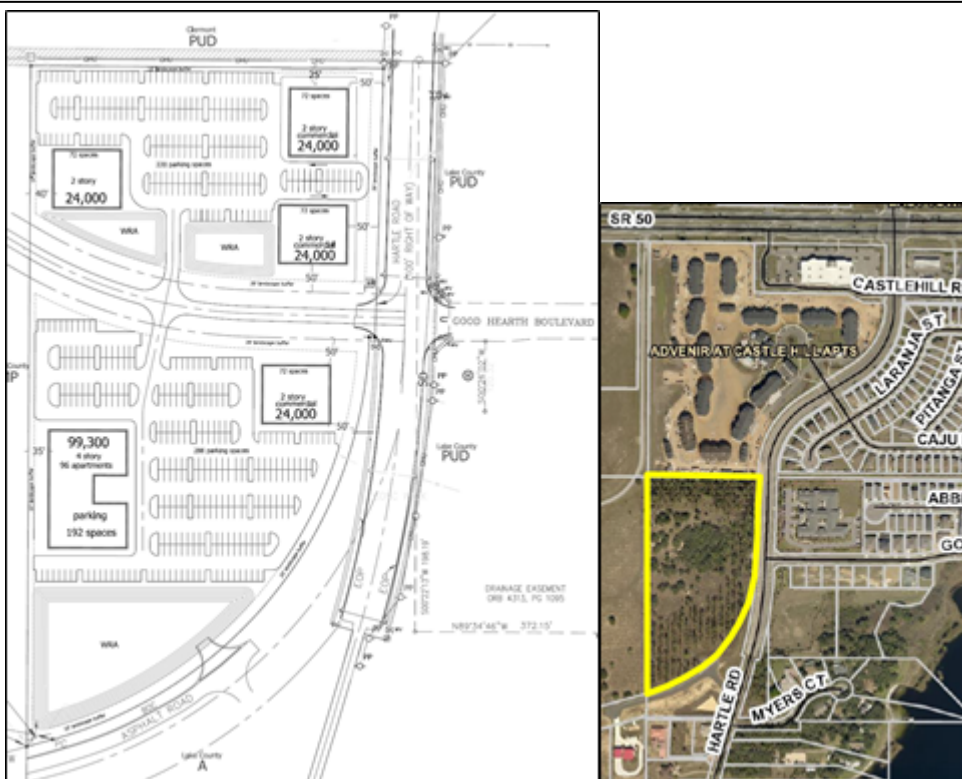


CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Ordinance No. 2019-16 <i>Final</i> <i>Wise PUD Rezoning</i> <i>Table to April 14, 2020</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-16.	
Staff Report	
The applicant, LPG Urban & Regional Planners, LLC, is requesting a rezoning to a Planned Unit Development (PUD) consisting of up to 96,000 square feet of commercial/office space and 96 multi-family units on 13 +/- acres. The property is located west of the CR 455/Hartle Road and Good Hearth Boulevard intersection. This request is being heard concurrently with requests for annexation and a large-scale comprehensive plan amendment. The property is currently in Lake County with a zoning designation of Urban Low. Once the property is annexed, it will become Urban Estate. The applicant has provided a PUD Conceptual Development Plan, prepared by LPG Urban & Regional Planners, showing the proposed layout. The project will consist of up to 96 multi-family units in a four-story apartment building with elevators. The size of the units will range from 750 square feet to 1,200 square feet, as indicated on the plan. The development will be at a density of approximately 7.2 units per acre. In addition, the applicant is proposing up to 96,000 square feet of C-2 General Commercial uses, which include retail and/or office use. The Commercial Floor Area Ratio will be limited to 0.25. Under Lake County's Urban Low zoning designation, the applicant would be allowed a maximum density of 53 residential units and 144,945 square feet of commercial. The applicant has used the PUD application as a way to cap density and intensity on the site. The applicant has not requested any variances to the Land Development Code. In addition, the applicant has agreed to dedicate 100-foot wide right-of-way for the Hook Street corridor, as displayed on the conceptual plan.	



Staff has reviewed the applicant’s proposal and believes the proposed use at this location is compatible with the uses in the area. There is a mixture of uses in the surrounding area, such as single-family homes and an assisted living facility to the east, multi-family use to the north and industrial uses to the west.

Staff believes the proposal meets the standards in regards to Section 122-315, Review Criteria for a PUD. The project is located within ¼ mile of an arterial and major collector intersection (SR 50 and CR 455) and will access CR 455 via a future signalized intersection. The project can be fully served by the City’s services, the density and intensity is consistent with the City’s Comprehensive Plan, and the dedication of the Right-of-Way for the Hook Street connection serves a public benefit. Therefore, staff recommends approval of Ordinance 2019-16 for a Planned Unit Development to be developed in substantial accordance with the PUD Conceptual Development Plan, prepared by LPG Urban & Regional Planners LLC, dated May 11, 2018. *The Planning & Zoning Commission voted 6-0 for approval.*

Additional Analysis	
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Fiscal Impact Summary	
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Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)	
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- | | |
|---------------------------|-----------------------------|
| 1. 2019-16 PUD Wise | 2019-16 Wise PUD August.doc |
| 2. 6 month extension Wise | 6 month extension Wise.pdf |
| 3. Wise PUD Legal Page 1 | Wise PUD Legal Page 1.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-16

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.

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

SECTION 1.

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

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LESS AND EXCEPT:

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

COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.



CITY OF CLERMONT
ORDINANCE NO. 2019-16

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561, PG 1260

PARCEL "A"

THAT PORTION OF TRACTS 38 AND 43, MAP OF SECTION 26 OF LAKE HIGHLANDS COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 52, AND LAKE HIGHLANDS COMPANY. PLAT, TOWNSHIP 22 SOUTH, RANGE 26 EAST, PLAT BOOK 3, PAGE 24, ALL OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING IN SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE CENTER OF SECTION 26 AS SHOWN ON JOHN'S LAKE LANDING PHASE 1, AS RECORDED IN PLAT BOOK 65, PAGE 58, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE NORTH 89°33'31" WEST ALONG THE NORTH LINE OF THE SOUTHWEST 1 /4 OF SAID SECTION 26 AND THE NORTH BOUNDARY LINE OF SAID PLAT FOR 724.84 FEET TO THE WESTERLY BOUNDARY OF SAID PLAT; THENCE ALONG SAID WESTERLY BOUNDARY THE FOLLOWING FOUR (4) COURSES: SOUTH 01°48'40" WEST FOR 475.87 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SQUIB 01°48'40" WEST FOR 16.34 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1900.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE HAVING A CENTRAL ANGLE OF 14°33'03" FOR 482.53 FEET; THENCE SOUTH 73°38'17" EAST FOR 38.64 FEET TO POINT A AND THE WESTERLY EDGE OF PAVEMENT FOR HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE DEPARTING SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1, RUN ALONG THE WESTERLY EDGE OF PAVEMENT OF SAID HARTLE ROAD THE FOLLOWING FIVE (5) COURSES: SOUTH 11°58'12" WEST FOR 11.38 FEET; THENCE SOUTH 14°56'12" WEST FOR 17.62 FEET; THENCE SOUTH 15°49'20" WEST FOR 52.94 FEET; THENCE SOUTH 16°43'20" WEST FOR 79.99 FEET; THENCE SOUTH 17°05'28" WEST FOR 184.18 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH LINE FOR 459.96 FEET TO THE WEST LINE OF SAID TRACT 43; THENCE NORTH 00°20'25" EAST ALONG SAID WEST LINE FOR 128.89 FEET; THENCE DEPARTING SAID WEST LINE, NORTH 74°35'13" EAST FOR 45.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 740.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 72°46'33" FOR 939.93 FEET; THENCE



CITY OF CLERMONT
ORDINANCE NO. 2019-16

SOUTH 88°11'20" EAST ALONG A RADIAL LINE FOR 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3.45 ACRES OR 150,211 SQUARE FEET, MORE OR LESS. TOGETHER WITH

PARCEL "B"

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CONTAINING 13.3 ACRES, MORE OR LESS.

LOCATION

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

FROM: Urban Estate (UE)

TO: Planned Unit Development (PUD)

SECTION 2.



CITY OF CLERMONT
ORDINANCE NO. 2019-16

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



CITY OF CLERMONT
ORDINANCE NO. 2019-16

SECTION 3.

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

SECTION 4.

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

SECTION 5. General Conditions

This application for a Planned Unit Development to allow for a multi-tenant commercial development with C-2 General Commercial uses along with multi-family dwelling units, be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with the Concept Development Plan prepared by LPG Urban & Regional Planners, Inc, dated May 11, 2018, EXHIBIT A. Formal construction plans incorporating all conditions stated in this permit shall be submitted for review and approved by the Site Review Committee prior to the issuance of a zoning clearance or other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.
4. An environmental assessment addressing habitat and species shall be submitted to the City during the construction plans approval stage of each phase of the project. Applicable permits for any gopher tortoises and associated burrow commensal species or other threatened or endangered species found on the property must be received from the appropriate regulatory agencies prior to the initiation of development activity.
5. Fiber optic conduit and pull boxes may be required to be installed by the developer in the utility easements to extend the City's fiber optic network. The City will reimburse the developer at 100 percent for all costs including design, permitting, materials, and construction of the fiber optic conduit and pull boxes. At the time of site plan review, the



CITY OF CLERMONT
ORDINANCE NO. 2019-16

City's Information Technology Director or authorized designee will make this determination.

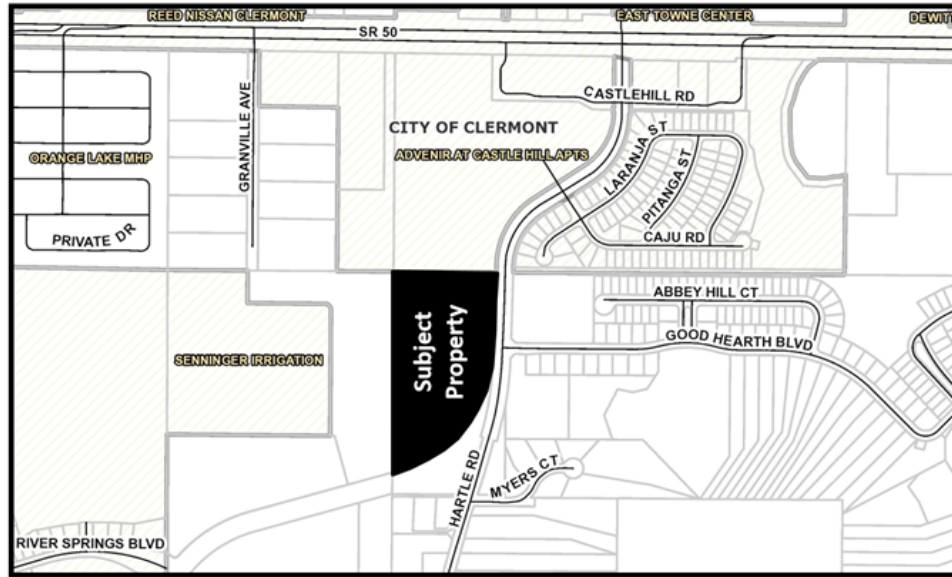
6. Easements shall be provided on any existing and proposed utilities that the City will own and maintain at no expense to the City.

SECTION 6. Land Uses and Specific Conditions

1. A total of up to 96,000 square feet of C-2 General Commercial Uses shall be allowed within the project. The maximum commercial Floor Area Ratio (FAR) will be 0.25 with a maximum of 0.8 Impervious Surface Ratio (ISR).
2. A total of up to 96 multi-family dwelling units may be permitted on the site, with a minimum of 750 square feet of living space in each unit. Elevators shall be installed for buildings with a walkup of more than one story.
3. School concurrency shall be met before final plat approval in accordance with the Comprehensive Plan and Land Development Code.
4. The development shall comply with all applicable County and Florida Department of Transportation access management requirements.
5. A Tier 2 Traffic Impact Study shall be completed at the time of site plan review and will be coordinated and reviewed by the Lake-Sumter Metropolitan Planning Organization. The study and comments shall be shared with all jurisdictions within the traffic impact area. If the study identifies a deficiency in the Level of Service of transportation facilities due to the proposed project, the developer shall be required to participate in mitigation strategies.
6. By virtue of the transportation system needs for the project, the developer shall dedicate on the final plat and/or commercial site plan, a 100-foot right-of-way for Hooks Street within the project boundary, from the western property line through the property towards to east, as shown on the Conceptual Development Plan. Modifications of this alignment may be necessary once final engineering plans have been produced. In addition to this 100-foot right-of-way, additional land necessary to accommodate temporary construction easements; not to exceed 10 feet in width, may be provided. The slope easement shall be identified at preliminary plat and/or preliminary commercial site plan review and shown on the final plat/commercial site plan. The developer shall coordinate with the County and City on alignment and grading of Hooks Street. The slope easement width and the alignment of Hooks Street may be adjusted once the design plans are approved by the County and the City. This will be required prior to the first Certificate of Occupancy for the site.
7. The project shall be developed according to the C-2 General Commercial zoning designation in the Land Development Code, unless expressly stated above.

CITY OF CLERMONT
ORDINANCE NO. 2019-16

Location map:



CITY OF CLERMONT ORDINANCE NO. 2019-16

Close up of Conceptual Development Plan:





CITY OF CLERMONT
ORDINANCE NO. 2019-16

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida
on this 27th day of August, 2019.

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney



September 26, 2019

Mr. Curt Henschel, Development Services Director
City of Clermont
685 W. Montrose Street
Clermont, FL 34711

Re: Wise (#1579/2)
Annexation, LSCPA and Rezoning

Dear Mr. Henschel:

We, on behalf of our client, Daniel Wise, Trustee, would like to request a six month continuance until March 2020 based on the temporary moratorium Ordinance recently adopted regarding multi-family development within the City. The applicant understands that the project may proceed under the terms of Ordinance No. 2019-39, however, in an effort to cooperate with the City of Clermont, we are requesting a continuance in an effort to work together. As you are aware, our client has cooperated with both Lake County and the City of Clermont regarding the extension of Hartle Road and Hook Street. It is our clients desire to provide a quality development consisting of commercial and multi-family uses.

Should you have any questions or require additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg A. Beliveau".

Greg A. Beliveau, AICP

Cc: Daniel Wise
File

Advertising Receipt

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

Account Number: 7101866
Order Number: 10086060
Phone: (352) 241-7331
Date: 03/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	03/26/2019	05/14/2019	\$813.00

LEGAL NOTICE

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

ORDINANCE NO. 2019-16

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.

LOCATION:

West of the CR 455/Hartle Road and Good Hearth Boulevard Intersection
Alternate Key 1648157

LEGAL DESCRIPTION

TRACTS 38 AND 43, SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, ACCORDING TO LAKE HIGHLAND COMPANY'S PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
LESS AND EXCEPT:
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COMMENCE AT AN AXLE FOUND AT THE CENTER OF SAID SECTION 26; THENCE N89°33'31"W ALONG THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26 FOR A DISTANCE OF 665.32 FEET TO THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE RUN S00°22'13"W ALONG THE WEST LINE OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST

1/4 OF SAID SECTION 26 FOR A DISTANCE OF 781.85 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 2000.00 FEET AND A CHORD BEARING OF S 13°13'33"W; THENCE LEAVING SAID WEST LINE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°16'21" FOR A DISTANCE OF 218.95 FEET TO A NON-TANGENT LINE; THENCE N73°38'17"W, 100.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE WESTERLY HAVING A RADIUS OF 1,900.00 FEET AND A CHORD BEARING OF N09°05'12"E; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°33'03" FOR A DISTANCE OF 482.53 FEET TO THE POINT OF TANGENCY; THENCE N01°48'40"E, 492.21 FEET TO A POINT ON THE AFORESAID NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 26; THENCE S89°33'31"E ALONG SAID NORTH LINE, 59.52 FEET TO THE POINT OF BEGINNING.

SUBJECT TO AN EASEMENT DATED 1/30/53, FILED 2/3/53 FROM BORIS ARNOV, JR., A SINGLE MAN, TO HELEN MATHER-SMITH, AN UNMARRIED WOMAN, CONVEYING A PERPETUAL EASEMENT FOR INGRESS AND EGRESS OF PEDESTRIAN AND VEHICULAR TRAFFIC OVER THE FOLLOWING DESCRIBED LAND: ALL THAT PART OF THE SOUTHERLY 25 FEET OF TRACTS 38 AND 43, OF LAKE HIGHLAND'S COMPANY PLAT OF SECTION 26, TOWNSHIP 22 SOUTH, RANGE 26 EAST, RECORDED IN PLAT BOOK 3, PAGE 24, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, EXCEPT THAT PART OF SAID SOUTHERLY 25 FEET LYING WEST OF THE COUNTY ROAD.

ALSO LESS AND EXCEPT ORB 4561,

PG 1260

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Payment Info	
Ad Price	\$813.00
Tax	\$0.00
Sub Total	\$813.00
Prepaid Amount	\$0.00
Balance Due	\$813.00

Advertising Receipt

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

Account Number: 7101866
Order Number: 10086060
Phone: (352) 241-7331
Date: 03/18/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City Council of the City of Cler	03/26/2019	05/14/2019	\$813.00

LAKE COUNTY, FLORIDA, THE FOLLOWING FOUR (4) COURSES: SOUTH 73°38'17" EAST FOR 22.31 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 73°38'17" EAST FOR 39.05 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2000.00 FEET AND A RADIAL LINE WHICH BEARS SOUTH 73°38'17" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 061°21' FOR 218.95 FEET; THENCE SOUTH 00°22'13" WEST ALONG SAID BOUNDARY OF JOHN'S LAKE LANDING PHASE 1 AND BOUNDARY OF MYERS COVE AS RECORDED IN PLAT BOOK 29, PAGE 38, OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, FOR 529.01 FEET TO THE SOUTH LINE OF SAID TRACT 43; THENCE NORTH 89°34'35" WEST ALONG SAID SOUTH-1 LINE FOR 183.56 FEET TO THE EASTERLY EDGE OF PAVEMENT OF HARTLE ROAD AS IT EXISTED ON JULY 03, 2014; THENCE ALONG SAID EASTERLY EDGE OF PAVEMENT THE FOLLOWING SEVEN (7) COURSES: NORTH 17°16'39" EAST FOR 178.58 FEET; THENCE NORTH-1 16°26'45" EAST FOR 80.85 FEET; THENCE NORTH 16°03'52" EAST FOR 20.50 FEET; THENCE NORTH 86°56'24" EAST FOR 1.36 FEET; THENCE NORTH 16°09'13" EAST FOR 22.28 FEET; THENCE NORTH 14°42'51" EAST FOR 26.66 FEET; THENCE NORTH 18°18'30" EAST FOR 11.14 FEET TO THE POINT OF BEGINNING.

Alternate Key 1648157

From: UE Urban Estate
To: PUD Planned Unit Development

This request will be considered by the Planning & Zoning Commission on Tuesday, April 2, 2019 at 6:30 p.m.
A public meeting to consider the request will be held before the City

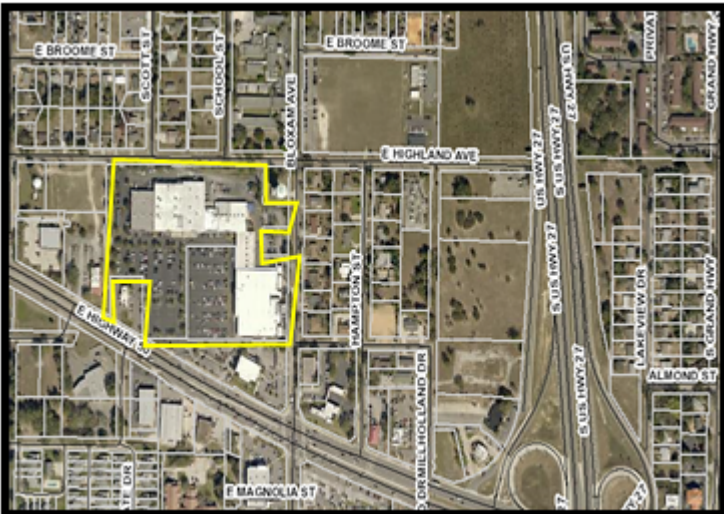
Council on Tuesday, May 28, 2019 at 6:30 p.m. for final enactment.
All meetings will be held at City Hall, located at 685 W. Montrose Street.
This Ordinance is available for public inspection in the office of the City Clerk, 685 W. Montrose St., Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M.
Please be advised that, under State law, if you should decide to appeal a decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10086060
March 26, 2019 &
May 14, 2019

Payment Info	
Ad Price	\$813.00
Tax	\$0.00
Sub Total	\$813.00
Prepaid Amount	\$0.00
Balance Due	\$813.00

AGENDA ITEM

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Resolution No. 2019-22R <i>Iglesia Evangelica Emanuel, Inc.</i>	
Requested Action	
Recommend approval of Resolution No. 2019-22R	
Staff Report	
The applicant is requesting a Conditional Use Permit (CUP) to allow a church use in the C-2 General Commercial zoning district, The Land Development Code, Section 122-224 requires a Conditional Use Permit. The subject property is located in the South Lake Plaza, a multi-tenant shopping center with retail, office, restaurants and other commercial uses.  The applicant proposes to occupy approximately 2,400 square feet of vacant building space. The church intends to have 54 seats for Sunday morning service at 9:00 am to 1:00 pm, and will hold a Tuesday and Friday evening bible study and worship service from 7:30 pm to 9:30 pm. The Land Development Code, Section 98-14 requires one space per four seats, the proposed use with 54 seats will require approximately 14 parking spaces. With the existing businesses operating at normal business hours, and the church operating at typical non-business hours, staff finds there will not be any parking issues on site. The proposed church will be located in the rear of the plaza. Staff has reviewed the application 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 provisions specified. Therefore, staff recommends approval of the Conditional Use Permit to allow a church use with the conditions contained in Resolution No. 2019-22R.	
Additional Analysis	

Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount
Exhibits Attached (copies of original agreements)		
1. CUP RES 2019-22R	2019-22R CUP.pdf	
2. Location Map	Location Map.pdf	
3. Site Plan	Site Plan.pdf	
4. Application	Application.pdf	
5. Legal AD	Legal AD.pdf	



CITY OF CLERMONT
RESOLUTION NO. 2019-22R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CLERMONT, LAKE COUNTY, FLORIDA, GRANTING A CONDITIONAL USE PERMIT TO ALLOW FOR A CHURCH USE IN THE C-2 GENERAL COMMERCIAL ZONING DISTRICT.

WHEREAS, the Planning and Zoning Commission of the City of Clermont, Lake County, Florida at a meeting held September 3, 2019 recommended approval of this Conditional Use Permit to allow for a church use in the C-2 General Commercial zoning district; at the following location:

LOCATION:
South Lake Shopping Plaza
638 Highway 50
(Alternate Key# 1746833 & 1746841)

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 a church use in the C-2 General Commercial zoning district; be granted subject to the following conditions:

CONDITIONAL USE PERMIT CONDITIONS:

SECTION 1. General Conditions

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



CITY OF CLERMONT
RESOLUTION NO. 2019-22R

5. The Conditional Use Permit must be executed and processed through the office of the City Clerk within 90 days of its date of approval by the City Council or the permit shall become null and void.
7. 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.
8. If any of the stated conditions are violated, the applicant understands and agrees that the City Council may open the Conditional Use Permit for further conditions or revoke this Conditional Use Permit by Resolution.
9. 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 Clermont Development Services Department.
10. Should approved uses cease operation for more than one year, a new Conditional Use Permit shall be required for the same or similar operations.
11. In the event that parking at this site proves inadequate the City reserves the right to open the Conditional Use Permit for further review and additional conditions which may include additional parking requirements or revocation of the Conditional Use Permit.
12. In the event that the noise levels create a nuisance to the surrounding property owners, the City reserves the right to open the Conditional Use Permit for further review and additional conditions.
13. Should the church use cease operations for a period greater than 180 days, a new Conditional Use Permit shall be required.
14. Should a new business that sells alcoholic beverages for onsite consumption wish to locate within 500 feet of the church, the church would not contest said use within 500 feet of the church.

SECTION 2. Land Use

1. This Conditional Use Permit shall grant approval for a church use and any other permitted use in the C-2 General Commercial zoning district.



CITY OF CLERMONT
RESOLUTION NO. 2019-22R

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

CITY OF CLERMONT

Gail Ash, Mayor

ATTEST:

Tracy Ackroyd, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

Location Map



SOUTH LAKE SHOPPING CENTER

8-26-2009

1" = 100'

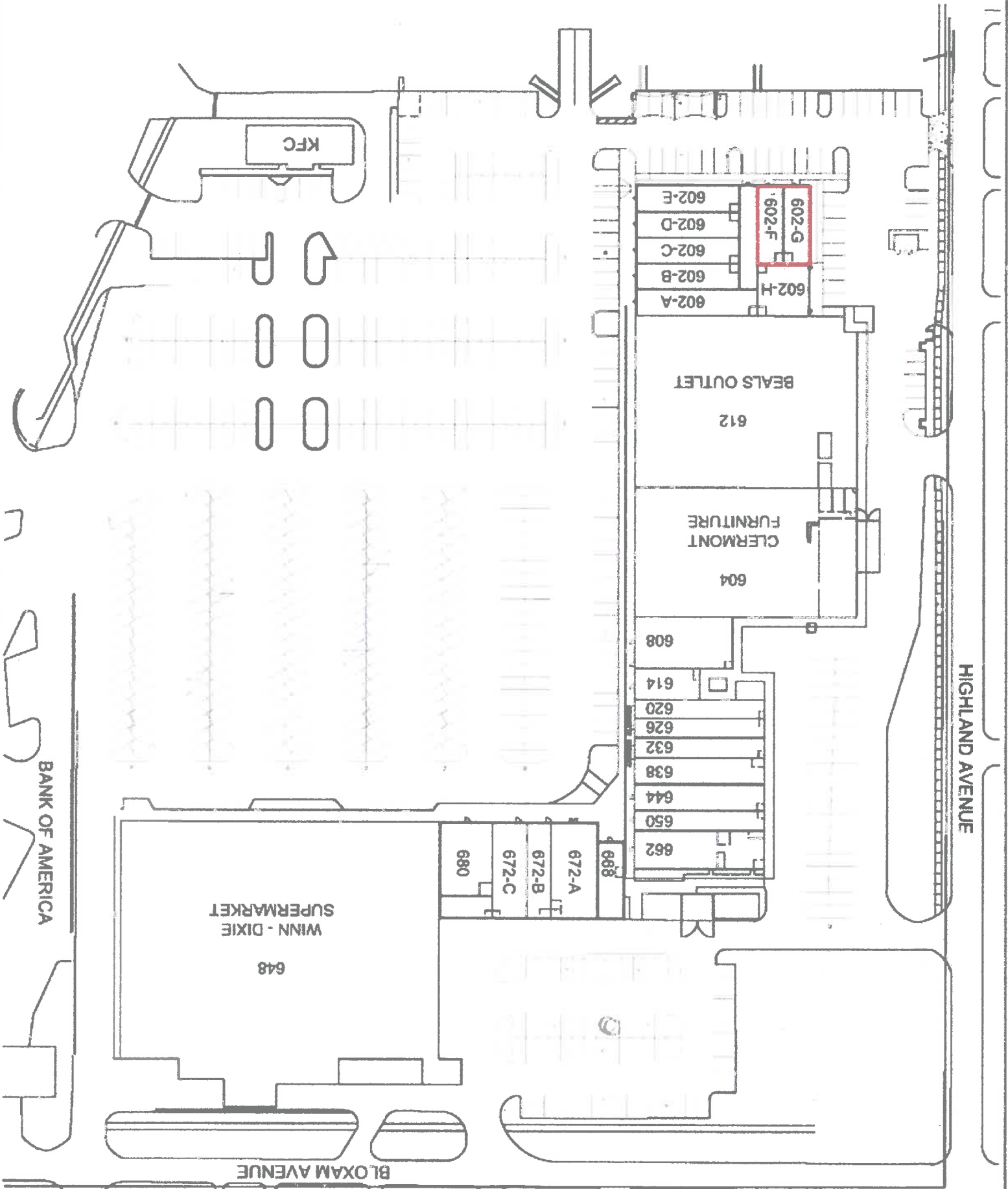
DATE

SCALE

SHOPPING CENTER UNITS

TITLE

NORTH



CUP 1908-0001
Resolution No. 2019-22R



**CONDITIONAL USE PERMIT (CUP)
APPLICATION**

DATE: 7/31/19

FEE: \$845
+ cost of advertisement

PROJECT NAME (if applicable): Church

APPLICANT: Iglesia Evangelica Emanuel Inc

CONTACT PERSON: Evelyn Peraza

Address: 448 Mayaguez Rd

City: Polk City State: FL Zip: 33868

Phone: 321-276-7309 Fax: _____

E-Mail: evelynoside.msn.com

OWNER: Hurtak Family Partnership

Address: 525 P.E. 58th ST

City: miami State: FL Zip: 33137

Phone: _____ Fax: _____

Address of Subject Property: _____

General Location: South Lake Plaza, Suite 2002

Legal Description (include copy of survey): A11 Key # 1746833 & 1746841

Land Use (City verification required): Commercial

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



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).

I'm requesting a conditional use permit for a church
we are 54 people.

Services will be as follow.

Tuesday 7:00 pm - 9:00 pm

Friday 7:00 pm - 9:00 pm

Sunday 9:00 am - 1:00 pm

we are in suite 602-G and 602-F. 2400 sq ft

Blanca E. Piraza

Applicant Name (print)

x [Signature]

Applicant Name (signature)

x James McHurtak

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. 34712-0219
(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: 10090178
Phone: (352) 241-7331
Date: 08/22/19
Ad Taker: Joanne French

Ad Classification: LEGAL NOTICES

Description	Start	End	Total
LEGAL NOTICE Notice is hereby given that the City of Clermont will consider a l	08/27/2019	09/17/2019	\$167.68

LEGAL NOTICE

Ad No: 10090178
August 27, 2019 &
September 17, 2019

Notice is hereby given that the City of Clermont will consider a request for a Conditional Use Permit to allow a church use in the C-2 General Commercial Zoning District, at the following location:

LOCATION

South Lake Shopping Plaza
(AK 1746833 & 1746841)

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, September 3, 2019 at 6:30pm, and

The City Council will consider the request at a public hearing on Tuesday, September 24, 2019 at 6:30pm.

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

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



AGENDA ITEM

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Ordinance No. 2019-40 <i>Introduction Hartwood Marsh Senior Facility</i>	
Requested Action	
Recommend denial of Ordinance 2019-40	
Staff Report	
The applicant, First Baptist Church of Clermont, is requesting a Future Land Use change from Low Density Residential to High Density Residential on 6.19 acres of the subject property. The parcel is located on the southeast corner of Hartwood Marsh and Hancock Road. This request is being heard concurrently with a rezoning from R-1, Single Family Residential to a Planned Unit Development (PUD) to allow for construction of a three (3) story Assisted Living Facility. The 6.19 +/- acre parcel is part of the parent parcel of 38 acres owned by the First Baptist Church and approved for a church facility and supportive accessory uses to the church, with Conditional Use Permit (Resolution No 2018-03). The CUP required the Assisted Living Facility to have a separate public hearing process before development. The proposed map amendment will change the future land use from City of Clermont Low Density Residential, which allows up to three (3) units per acre, to City of Clermont High Density Residential, which allows up to twelve (12) units per acre, and a variety of housing types with a (PUD) Planned Unit Development. 	
The Goal of the Future Land Use is to ensure that the character, magnitude and location of all land use provide a system for orderly growth and development achieve a balanced natural environment; that enhances the quality of life of all residents. The Clermont Comprehensive Plan Objective 1.2: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities and intensities.	

The Clermont Comprehensive Plan Policy 1.6.3: High Density Residential Land Use Category: Areas delineated on the FLUM for high-density residential development shall accommodate a maximum of 12 dwelling units per acres; however, densities higher than eight units per acre shall require a conditional use permit. Nursing homes, assisted living facilities and independent living facilities shall be permitted in high-density residential land use as a planned unit development (PUD) consistent with land development regulations and may have a maximum intensity of 3.0 FAR.

Section 86-226, Review criteria requires specific requirements of the land development code are adequate to ensure compatibility with adjoining properties as required by the comprehensive plan. Staff has reviewed the application as submitted and finds the requested amendment to the comprehensive plan is not consistent with the surrounding land use of Low Density Residential with single-family residential uses. The proposed commercial development may be seen as undesirable at this location and may not have sufficient traffic capacity off Hartwood Marsh Road to support the more intense and higher density land use. The High Density Land Use does not provide the appropriate transition of the less intense surrounding neighborhoods and therefore is in conflict with the Clermont Comprehensive Plan

Staff recommends denial of Ordinance No. 2019-40.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | 2019-40 Hartwood Marsh Senior Living CPA | 2019-40 Hartwood Marsh Senior Living CPA.pdf |
| 2. | LOCATION MAP | LOCATION MAP.pdf |
| 3. | FLU MAP | FLU MAP.pdf |
| 4. | Property Survey | GERMANA2LG1B-signed.pdf |
| 5. | Legal Description | GERMANA2LG1C-signed.pdf |
| 6. | Hartwood Marsh Senior Living CPA Application | Hartwood Marsh Senior Living CPA Application.pdf |
| 7. | Legal AD | D051128 ORD 2019-40.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-40

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS ANY ROAD RIGHT OF WAY CONTAINED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE N89°59'29E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1336.68 FEET TO A POINT; THENCE S00°37'09W ALONG THE EAST



CITY OF CLERMONT
ORDINANCE NO. 2019-40

LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 14.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°37'09"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 610.07 FEET TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 439.44 FEET TO A POINT; THENCE N00°00'00"W A DISTANCE OF 608.84 FEET A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HARTWOOD MARSH ROAD; THENCE N89°59'21"E ALONG SAID SOUTH RIGHT-OF-WAY LINE PER OFFICIAL RECORD BOOK 393, PAGE 935, A DISTANCE OF 209.51 FEET TO A POINT; THENCE N00°00'39"W, A DISTANCE OF 1.81 FEET TO A POINT; THENCE S89°50'27"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 236.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 269,912 SQUARE FEET OR 6.196 ACRE, MORE OR LESS.

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM: LOW DENSITY RESIDENTIAL
TO: HIGH DENSITY RESIDENTIAL

SECTION 2.

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

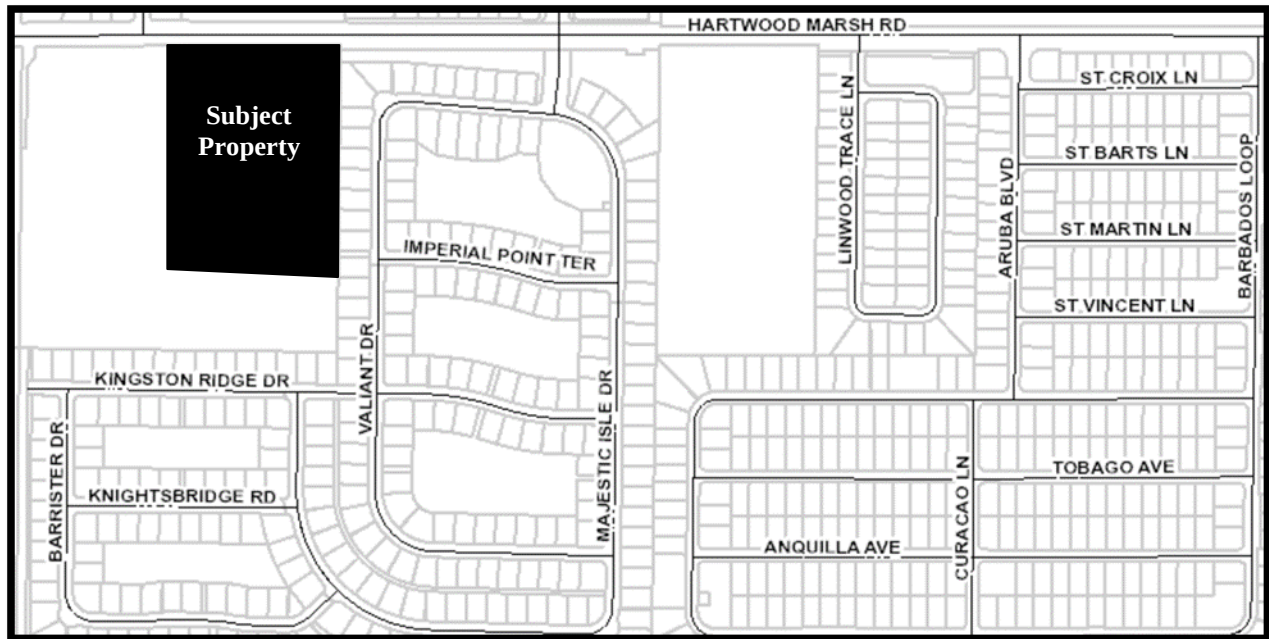
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-40

PASSED AND ADOPTED by the City Council of the City of Clermont, Lake County, Florida, this ____ day of _____.

Gail L. Ash, Mayor

ATTEST:

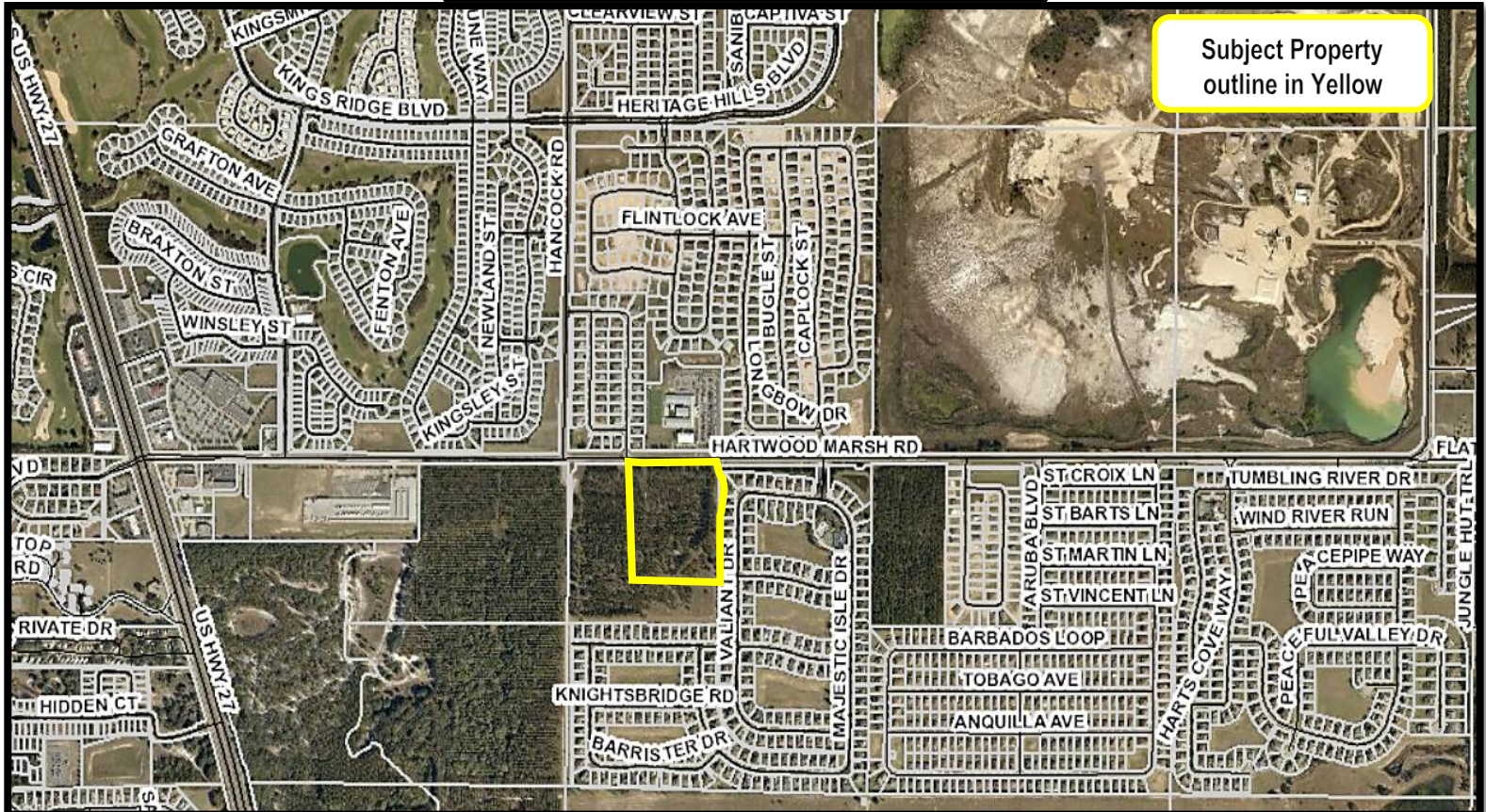
Tracy Ackroyd Howe, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP

Subject Property
outline in Yellow



CLERMONT FLU MAP

Master Planned Development

Small Scale Comp Plan Amendment Request:
FROM: Low Density Residential
TO: High Density Residential

PF

COMMERCIAL

High Density Residential

Low Density Residential

Legend

- City Limits
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Residential/Office
- Office
- Downtown MU
- Commercial
- Conservation
- Industrial
- Master Planned Development
- Parks
- Public Fac/Institutional

POINT OF COMMENCEMENT
NW CORNER OF SW 1/4
SECTION 10-23-26

HARTWOOD MARSH ROAD

POINT OF BEGINNING

S00°37'09"W
14.84'

N89°59'29"E 1336.68'

N89°59'21"E S89°50'27"E

S R/W LINE PER
MAP BOOK 8,
PAGES 23-23

N LINE OF NW 1/4, SW 1/4
SECTION 10-23-26

608.84'

209.51' 236.51'
35.16'

S R/W LINE PER
ORB 393, PG 935

1.50'

RIGHT OF WAY
ORB 4131, PAGE 136

W LINE OF NW 1/4, SW 1/4
SECTION 10-23-26

NW 1/4, SW 1/4
SECTION 10-23-26

PROPOSED PARCEL
AREA: 269,912 SF
OR 6.196 AC±

N90°00'00"W
439.44'

E LINE OF NW 1/4, SW 1/4
SECTION 10-23-26

REGENCY HILLS PHASE 1
PLAT BOOK 41, PAGES 32-36

REGENCY HILLS PHASE 2
PLAT BOOK 49, PAGES 51-56

REGENCY HILLS PHASE 3
PLAT BOOK 49, PAGES 57-61

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°00'39"W	1.81'

S LINE OF NW 1/4, SW 1/4
SECTION 10-23-26

LEGEND:

--- CENTERLINE
--- RIGHT OF WAY LINE
ORB OFFICIAL RECORDS BOOK
SF SQUARE FEET
R/W RIGHT-OF-WAY

GENERAL NOTES:

1. THE PURPOSE OF THIS SKETCH IS TO DELINEATE THE DESCRIPTION ATTACHED HERETO. THIS DOES NOT REPRESENT A BOUNDARY SURVEY.
2. THE SURVEYOR HAS NOT ABSTRACTED THE LANDS SHOWN HEREON FOR EASEMENTS AND OR RIGHT-OF-WAY RECORDS.
3. THE BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SW 1/4, SECTION 10-23-26, BEING N89°59'29"E, ASSUMED PER PLAT BOOK 48, PAGES 32-36.

PREPARED FOR:

**THE FIRST BAPTIST
CHURCH OF CLERMONT, INC.**

SKETCH OF DESCRIPTION

CERTIFICATION:

I HEREBY CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS LEGAL DESCRIPTION AND SKETCH MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J - 17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES. SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

THIS 17th DAY OF September, 2019

Digitally signed by Gregory S. Locklin
DN: cn=Gregory S. Locklin, o=Locklin & Associates, Inc., ou=Quality Control, email=greglocklin@gmail.com, c=US
Date: 2019.09.17 09:18:36 -0400

Gregory S Locklin, Professional Land Surveyor No. 5619
Land Surveyor Business License No. 6906
VALID ONLY WITH SIGNATURE AND EMBOSSED SEAL



LOCKLIN & ASSOCIATES, INC.

SURVEYORS & MAPPERS

315 SPRINGVIEW DRIVE

SANFORD, FL. 32773

WORK: 407/878-2737 MOBILE: 407/580-0916

EMAIL: greglocklin@gmail.com

No.	DATE	REVISION
-----	------	----------

DRAWN BY: GSL

CHECKED BY: GSL

DRAWING FILE:
GERMANA2LG1.DWG

DATE:
9/17/19

PROJECT No.
GERMANA2

SCALE:
1" = 300'

SHEET
OF 2 2

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS ANY ROAD RIGHT OF WAY CONTAINED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE N89°59'29"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1336.68 FEET TO A POINT; THENCE S00°37'09"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 14.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°37'09"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 610.07 FEET TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 439.44 FEET TO A POINT; THENCE N00°00'00"W A DISTANCE OF 608.84 FEET A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HARTWOOD MARSH ROAD; THENCE N89°59'21"E ALONG SAID SOUTH RIGHT-OF-WAY LINE PER OFFICIAL RECORD BOOK 393, PAGE 935, A DISTANCE OF 209.51 FEET TO A POINT; THENCE N00°00'39"W, A DISTANCE OF 1.81 FEET TO A POINT; THENCE S89°50'27"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 236.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 269,912 SQUARE FEET OR 6.196 ACRE, MORE OR LESS.



LOCKLIN & ASSOCIATES, INC.

SURVEYORS & MAPPERS

**315 SPRINGVIEW DRIVE
SANFORD, FL 32773**

VOICE: (407) 273-0356 FAX/DATA: 282-7850

Digitally signed by Gregory S. Locklin
DN: cn=Gregory S. Locklin, o=Locklin &
Associates, Inc., ou=Quality Control,
email=greglocklin@gmail.com, c=US
Date: 2019.09.17 09:39:21 -04'00'

A handwritten signature in black ink, appearing to be 'G. Locklin', written over a horizontal line.

SHEET 1 OF 2

Comp 1909-0002

paid ck 1401

CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application

DATE: 08/30/19

FEE: \$755.00

Project Name (if applicable): Clermont- Hartwood Marsh Senior Housing Community

Applicant: First Baptist Church of Clermont

Contact Person: William Lawson

Address: 498 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-394-4221 Fax: _____

E-Mail: billy@progressiveplumbing.com

OWNER: First Baptist Church of Clermont

Address: 498 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-394-4221 Fax: _____

E-Mail: billy@progressiveplumbing.com

General Location: Hartwood Marsh Road east of Hancock Road

Legal Description (include copy of survey): See Attached

Property size (in acres or square feet): 6.19 Acres (Approximate)

Flood hazard area (yes) _____ and approx. acreage _____ (no) ^X

Existing (Actual) Land Use: Undeveloped. Approved Church campus project

Existing Zoning: R-1

Existing Future Land Use: Low Density Residential

Proposed Future Land Use: High Density Residential

Type of development proposed: Senior Housing Community

Proposed density (dwelling units/acre) or intensity: 139 Residents

Proposed Zoning District: PUD

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

The proposed project will consist of a Senior Living Facility. A single building will be provided consisting of a 1-Story Memory Care wing for approximate 32 residents, a 1 1/2 story amenity wing, and a 3 story Assisted Living wing for approximately 100 residents. The exterior of the project encompasses residential style material for enhance compatibility with the surrounding neighborhood.

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

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

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

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

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

APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

William E. Lawson

, who being

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

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

WILLIAM E. LAWSON
Affiant - Applicant Name (print)

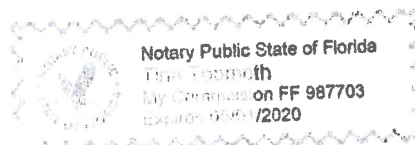
X William E. Lawson
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of August, 2019.

X Glenn Deamoth
Notary Public, State of Florida at Large

My Commission Expires: 05/01/2020



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

William E. Lawson

_____ who being

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

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

WILLIAM E. LAWSON
Affiant - Applicant Name (print)

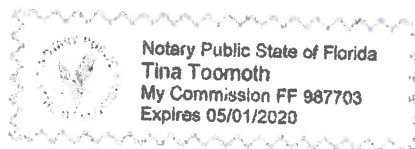
X William E. Lawson
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 30th day of August, 2019.

X Tina Toomoth
Notary Public, State of Florida at Large

My Commission Expires: 05/01/2020



CITY OF CLERMONT
NOTICE OF PROPOSED LAND
USE CHANGE
Small-Scale Comprehensive
Plan Amendment
ORDINANCE NO. 2019-40

The City of Clermont will hold public hearings on Tuesday, October 1, 2019 at 6:30 p.m. before the Planning and Zoning Commission; and Tuesday, October 8, 2019 at 6:30 p.m. (1st reading of the adoption ordinance) and Tuesday, October 22, 2019 (final reading of the adoption ordinance) at 6:30 p.m. before the City Council to consider a proposed change to the City's Future Land Use Map. The map amendment would change the Future Land Use designation for the 6.19 +/-acre parcel below from Clermont Low Density Residential to Clermont High Density Residential. Alternate Key 1593905.



Location:
***Vacant parcel located at the Southeast corner of Hartwood
Marsh Road and Hancock Road
(Alternate Key #1593905, 6.19 acres +/-)***

Ordinance No. 2019-40
An Ordinance of the City of Clermont, Florida, adopting the small-scale comprehensive plan amendment for the City of Clermont, Florida, pursuant to the Local Government Comprehensive Planning Act, Chapter 163, Part II, Florida Statutes; setting forth the authority for adoption of the small-scale comprehensive plan amendment; setting forth the purpose and intent of the small-scale comprehensive plan amendment; providing for the adoption of the small-scale comprehensive plan amendment; establishing the legal status of the small-scale comprehensive plan amendment; providing a severability clause; and providing an effective date.

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

Tracy Ackroyd Howe, MMC
City Clerk

D051128 - September 18 & October 15, 2019

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051128 (100%)

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

PROOF CREATED AT: 9/17/2019 10:35:38 AM
NEXT RUN DATE: 09/18/19
PROOF DUE: 09/17/19 12:59:55



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Ordinance No. 2019-41 <i>Introduction</i> <i>Hartwood Marsh Senior Facility</i>	
Requested Action	
Recommend denial of Ordinance No. 2019-41	
Staff Report	
The owner, First Baptist Church of Clermont, is requesting to rezone approximately 6.19 acres of the 38 acres parent parcel to a Planned Unit Development (PUD) to allow for development of an Assisted Living Facility. The current zoning of the property is R-1 Single Family Medium Density Residential zoning. The R-1 zoning category allows a church use with a Conditional Use Permit. The City Council approved on February 27, 2018 a CUP (Resolution No. 2018-03) to allow a Master Planned Church Facility with ancillary uses to support the church ministry. The Master Development Plan included a Concept Plan with different uses as a school, recreation field, multi-purpose buildings and a parking garage. The plan also included an Assisted Living Facility, which required a new/ separate approval process. The Assisted Living Facility is not a permitted use in the R-1 zoning and not compatible or allowed in the Low Density Residential Land Use. The applicant is also requesting a land use change from Low Density to High Density Residential.  The applicant has provided a conceptual site plan, prepared by Germana Engineering, showing the proposed layout of the Assisted Living Facility. The Assisted Living Facility parcel as proposed; will be sold; developed and operated by a private developer or company and is not part of the church facility. The project will consist of a three (3) story Assisted Living Facility, for up to 100 residents and a one (1) story Memory Care building/wing for up to 32 residents and a one (1) story Commons/Amenity building/wing for the residents. The maximum building area (Total) shall not exceed 62,000 square feet. The applicant is not requesting any waivers to the Land Development Code. Staff has reviewed the application as submitted and finds the proposed development plan does not meet the standards and intent of Section 122-315, Review Criteria for a PUD. The intensity of the commercial development is	

not consistent with the surrounding zoning and residential uses. (1) The parcel is not suitable in location and character for the uses and structures proposed and is in conflict with the surrounding development pattern. (2) The proposed development in relation to major transportation facilities and the ability to minimize the generation of increased traffic to local and collector streets in residential neighborhoods. (3) The physical character and development of the site in relation to surrounding properties is out of character with the less intense residential neighborhoods. Therefore, staff recommends denial of Ordinance 2019- 41 for a (PUD) Planned Unit Development rezoning for subject property.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|--|--|
| 1. | Ord. 2019-41 Hartwood Marsh Senior Living Facility PUD | Ord. 2019-41 Hartwood Marsh Senior Living Facility PUD.pdf |
| 2. | LOCATION MAP | LOCATION MAP.pdf |
| 3. | Zoning Map | Zoning Map.pdf |
| 4. | Hartwood Marsh Senior Housing Community-CONCEPT | Hartwood Marsh Senior Housing Community-CONCEPT.pdf |
| 5. | Hartwood Marsh SHC Elevations-Concept | Clermont-Hartwood Marsh SHC.pdf |
| 6. | REZ Application | REZ Application.pdf |
| 7. | ORDINANCE 2019-41 Legal AD | ORDINANCE 2019-41.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-41

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.

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

SECTION 1.

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

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS ANY ROAD RIGHT OF WAY CONTAINED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE N89°59'29E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1336.68 FEET TO A POINT; THENCE S00°37'09W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 14.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°37'09W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 610.07 FEET TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 439.44 FEET TO A POINT; THENCE N00°00'00"W A DISTANCE OF 608.84 FEET A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HARTWOOD MARSH ROAD; THENCE N89°59'21"E ALONG SAID SOUTH RIGHT-OF WAY LINE PER OFFICIAL RECORD BOOK 393, PAGE 935, A DISTANCE OF 209.51 FEET TO A POINT; THENCE N00°00'39"W, A DISTANCE OF 1.81 FEET TO A POINT; THENCE S89°50'27"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 236.51 FEET TO THE POINT OF BEGINNING.

CONTAINING 269,912 SQUARE FEET OR 6.196 ACRE, MORE OR LESS.

LOCATION

Vacant property located at the northeast corner of Hartwood Marsh Road and Hancock Road
(Eastern portion of Alternate Key 1593905)

From: Single Family Medium Density Residential (R-1)
To: Planned Unit Development (PUD)



CITY OF CLERMONT
ORDINANCE NO. 2019-41

SECTION 2. General Conditions

This application for a Planned Unit Development to allow for a three (3) story Assisted Living Facility, for up to 100 residents and a one (1) story Memory Care building/wing for up to 32 residents and a one (1) story Commons/Amenity building/wing for the residents. The maximum building area (Total) shall not exceed 62,000 square feet, be granted subject to the following conditions:

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with Exhibit A - Planned Unit Development (PUD) Conceptual Development Plan prepared by Germana Engineering, LLC. Formal construction plans incorporating all conditions stated in this Ordinance shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or any other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of a three (3) story Assisted Living Facility for up to 100 residents and a one (1) story Memory Care building/wing for up to 32 residents and a one (1) story Commons/Amenity building/wing for the residents. The maximum building area (Total) shall not exceed 62,000 square feet.
2. Building Setbacks

From Hartwood Marsh Road	70 feet from the property line
Side Setback (Neighborhood)	50 feet from the property line
Side Setback (Church)	15 feet from the property line
Rear Setback	20 feet from the property line
3. Landscape Buffers

Hartwood Marsh Road	30 feet wide Landscape Buffer
East Buffer (Neighborhood)	30 feet wide Landscape Buffer
South Buffer (Rear)	20 feet wide Landscape Buffer
West Buffer	34 feet wide Landscape Buffer
4. All landscape buffers shall provide an additional 30 percent more plant material, which includes trees and shrubs, to enhance the site and provide the appropriate buffers for the adjacent less intense residential zoning and uses.



CITY OF CLERMONT
ORDINANCE NO. 2019-41

5. Architectural features and building height shall not exceed 50 feet, measured at the highest point. Elevators are required for the three (3) story buildings.
6. The buildings shall be designed and constructed in a manner that is similar to the architectural style and elevations as presented in Exhibit B – Elevations and shall meet the City of Clermont’s Architectural Standards. The exterior of the project shall encompass Residential style materials and façade treatments to enhance compatibility with the surrounding residential neighborhoods.
7. The project shall be developed according to the C-1 Light Commercial zoning district in the Land Development Code, unless expressly stated above.

SECTION 4.

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

SECTION 5.

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

SECTION 6.

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

Exhibit A



Exhibit B





CITY OF CLERMONT
ORDINANCE NO. 2019-41

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

CITY OF CLERMONT

Gail L. Ash, Mayor

ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

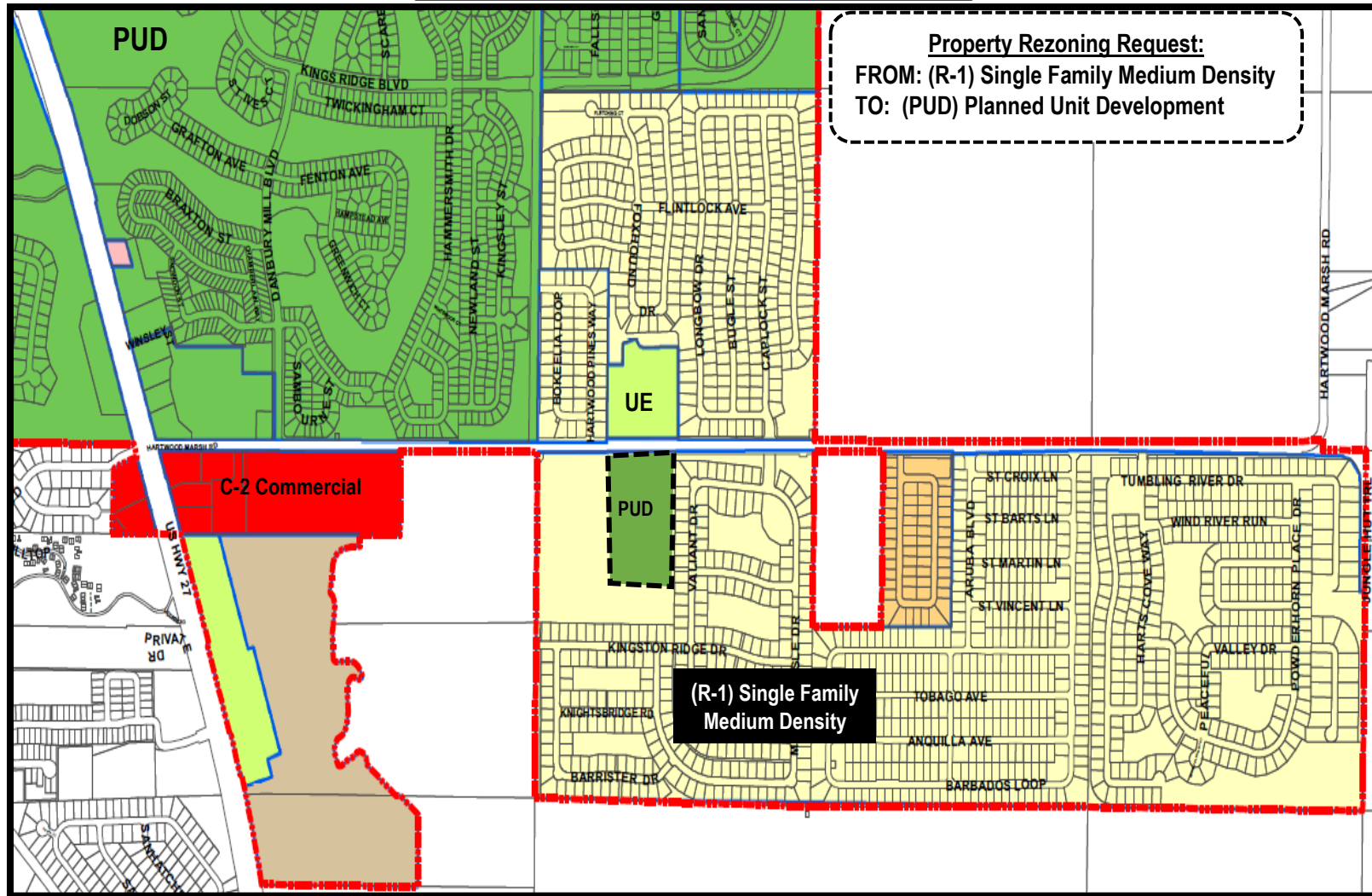
LOCATION MAP

Subject Property
outline in Yellow



Zoning Map

Property Rezoning Request:
FROM: (R-1) Single Family Medium Density
TO: (PUD) Planned Unit Development

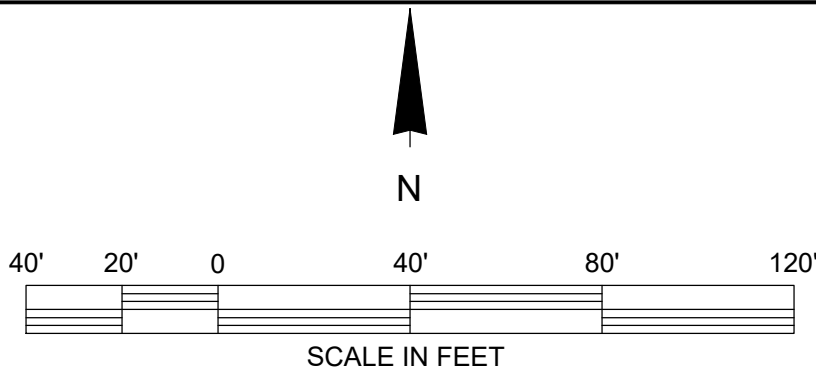
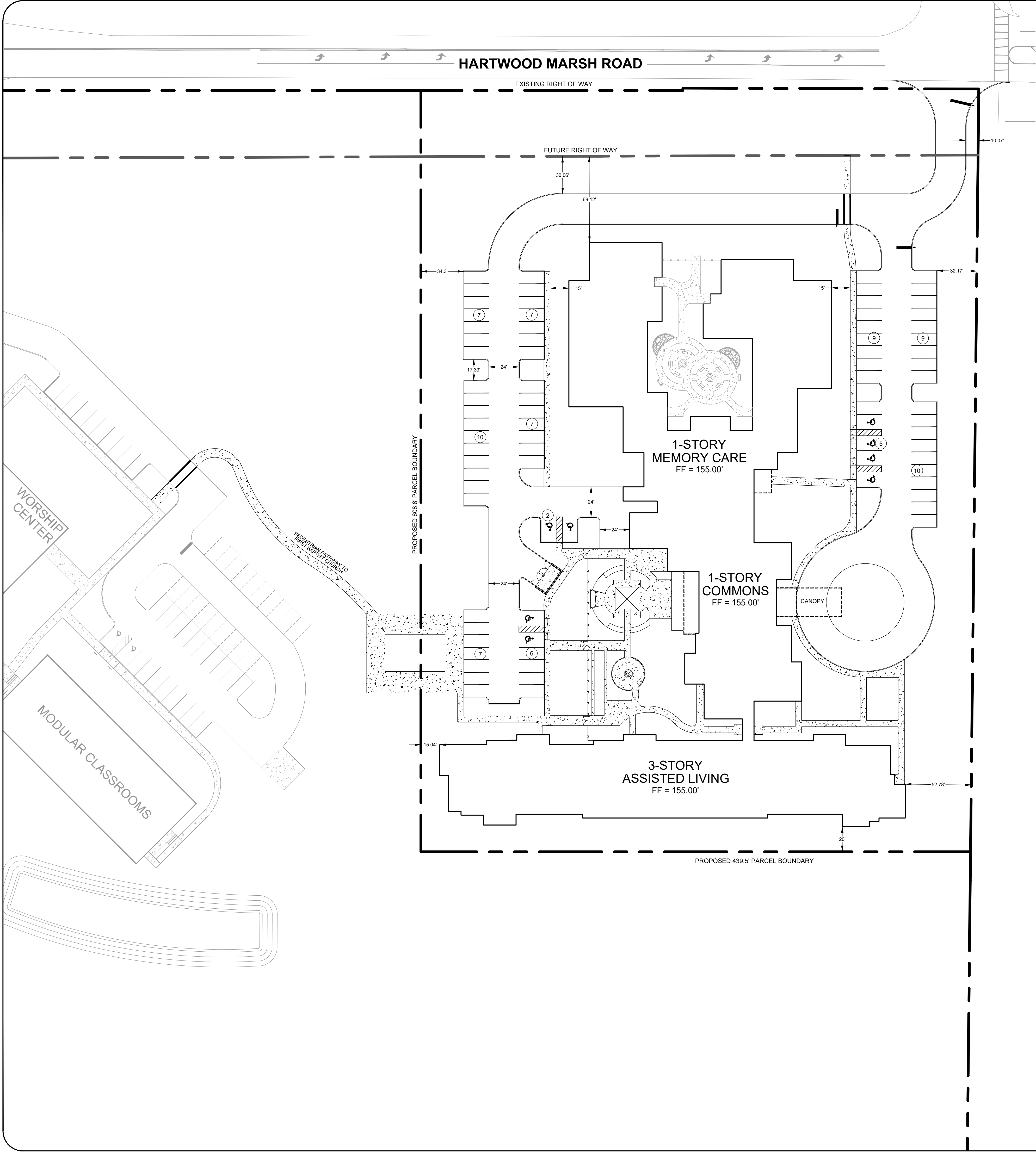


Legend

City Limits

Zoning Designations

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



LEGEND

- PROPERTY LINE
- PROPOSED CONCRETE
- (10) PARKING COUNT
- - - PAVEMENT CENTERLINE

NOTES

1. PROJECT SITE SHALL COMPLY WITH THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION, 2017 EDITION.

SITE DATA

1. SITE AREA = 6.19 AC / 269,821 SF (INCLUDES 0.27 AC / 11,817 SF FUTURE RW DEDICATION)

2. SITE LOCATION

HANCOCK ROAD AND HARTWOOD MARSH
CLERMONT, FLORIDA 34711
SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST

3. SITE DESCRIPTION

TAX PARCEL (ALT KEY): 1593905
ZONING: PUD

4. SETBACK AND LANDSCAPE BUFFER INFORMATION

FRONT SETBACK: 70'
SIDE SETBACK (NEIGHBORHOOD): 50'
SIDE SETBACK (FBCC): 15'
REAR SETBACK: 20'

NORTH LANDSCAPE BUFFER: 30'
EAST LANDSCAPE BUFFER: 30'
SOUTH LANDSCAPE BUFFER: 20'
WEST LANDSCAPE BUFFER: 34'

5. BUILDING DATA

BUILDING TYPE: 1-STORY / 3-STORY ASSISTED LIVING FACILITY
FINISHED FLOOR: 155.00'
BUILDING HEIGHT: 48' - 0"
BUILDING AREA (TOTAL): 61,542 SF

6. PARKING CALCULATIONS

REQUIRED PARKING (ADULT CONGREGATE LIVING FACILITY)

(1 SPACE / 4 BEDS) * (132 BEDS) = 33 SPACES REQUIRED

(1 SPACE / 4 EMPLOYEES) * (48 EMPLOYEES) = 12 SPACES REQUIRED

TOTAL PARKING REQUIRED = 45 SPACES

PROVIDED PARKING = 79 SPACES PROVIDED

REQUIRED HANDICAP PARKING

50-100 SPACES PROVIDED: 2 HANDICAP REQUIRED

PROVIDED HANDICAP PARKING = 8 SPACES PROVIDED

PRELIMINARY
NOT FOR CONSTRUCTION
NOT FOR PERMITTING
08-07-19

CHRISTOPHER M. GERMANA, P.E.
FLORIDA PROFESSIONAL ENGINEER # 61682
FIRM CERTIFICATE OF AUTHORIZATION # 29279

REVISIONS		DATE
No.		
CONCEPT SITE PLAN		
HARTWOOD MARSH SENIOR HOUSING COMMUNITY		
CLERMONT, FLORIDA		
PROJECT # GEO152019		
GERMANA ENGINEERING AND ASSOCIATES, LLC 1120 WEST MINNEOLA AVENUE CLERMONT, FLORIDA 34711 WWW.GERMANAENGINEERING.COM CERTIFICATE OF AUTHORIZATION NUMBER: 29279 COPYRIGHT © 2019		
SCALE: 1" = 40'		DATE: -
SHEET		CONCEPT













CITY OF CLERMONT
REZONING
APPLICATION

REZ 1909-0002

paid ck 070488

DATE: _____

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): Hartwood Marsh Senior Living

APPLICANT: First Baptist Church of Clermont

CONTACT PERSON: William Lawson

Address: 498 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-394-4221 Fax: _____

E-Mail: billy@progressiveplumbing.com

OWNER: First Baptist Church of Clermont

Address: 498 W. Montrose Street

City: Clermont State: Florida Zip: 34711

Phone: 352-394-4221 Fax: _____

Address of Subject Property: 2751 Hartwood Marsh Road

Legal Description (include copy of survey): See Attached

Acreage: 6.19 (Approx) Land Use: Low Density Residential
(City verification required)

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



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

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

The proposed project will consist of a Senior Living Facility. A single building will be provided consisting of a 1-story Memory Care wing for approximately 32 residents, and 1-1/2 story community amenity wing, and a 3-story Assisted Living wing for approximately 100 residents. The exterior of the project encompasses residential style materials for enhance compatibility with the surrounding neighborhood.

William E Lawson
Applicant Name (print)

X William E Lawson
Applicant Name (signature)

William E Lawson
Owner Name (print)

X William E Lawson
Owner Name (signature)

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:	FIRST BAPTIST CHURCH OF CLERMONT INC	Alternate Key:	1593905
Mailing Address:	498 W MONTROSE ST CLERMONT, FL 34711-2259 Update Mailing Address	Parcel Number:	10-23-26-0003-000-00500
		Millage Group and City:	000C (CLERMONT)
		Total Certified Millage Rate:	17.6638
		Trash/Recycling/Water/Info:	My Public Services Map
Property Location:	HARTWOOD MARSH RD CLERMONT FL 34711 Update Property Location	Property Name:	-- Submit Property Name
		School Information:	School Locator & Bus Stop Map School Boundary Maps
Property Description:	NW 1/4 OF SW 1/4--LESS THAT PORTION OF THE 50 FT R/W LYING IN SW 1/4 & BEING 25 FT ON EACH SIDE OF THE CENTERLINE DESCRIBED AS FOLLOWS: FROM NW COR OF SW 1/4 RUN S 0-24-03 W ALONG W LINE 46.55 FT FOR POB, RUN N 89-48-48 E 1108.60 FT, N 89-46-19 E 1545.03 FT TO A POINT ON E LINE OF SAID SW 1/4 AT A POINT 25 FT S OF NE COR THEREOF & THE POINT OF TERMINUS OF THE SAID CENTERLINE & LESS FROM W 1/4 COR OF SEC RUN S 0-25-18 W 26 FT ALONG W LINE OF NW 1/4 OF SW 1/4 TO S R/W LINE OF HARTWOOD MARSH RD FOR POB, CONT S 0-25-18 W 424 FT, S 89-07-12 E 20.40 FT, N 0-52-48 E 342.35 FT, N 41-44-07 E 49.03 FT, N 0-24-31 E 45.55 FT TO S R/W LINE OF HARTWOOD MARSH RD, S 89-50-55 W ALONG SAID S R/W LINE 55.50 FT TO POB FOR RD R/W-- ORB 2036 PG 1486		
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
------	----------	----------	-------	-------	-----------	------	-------------	------------

Advertising Receipt

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

Account Number: 7101866
Order Number: 10090736
Phone: (352) 241-7331
Date: 09/25/19
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	09/18/2019	10/15/2019	\$337.04

LEGAL NOTICE

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

ORDINANCE NO. 2019-41

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

LOCATION

Vacant parcel located at the northeast corner of Hartwood Marsh Road and Hancock Road (eastern portion of Alternate Key 1593905, 6.19 acres +/-)

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 IN SECTION 10, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LESS ANY ROAD RIGHT OF WAY CONTAINED THEREIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10; THENCE N89°59'29"E ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 1336.68 FEET TO A POINT; THENCE S00°37'09"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF

SAID SECTION 10, A DISTANCE OF 14.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°37'09"W ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 10, A DISTANCE OF 610.07 FEET TO A POINT; THENCE N90°00'00"W, A DISTANCE OF 439.44 FEET TO A POINT; THENCE N00°00'00"W A DISTANCE OF 608.84 FEET A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF HARTWOOD MARSH ROAD; THENCE N89°59'21"E ALONG SAID SOUTH RIGHT-OF-WAY LINE PER OFFICIAL RECORD BOOK 393, PAGE 935, A DISTANCE OF 209.51 FEET TO A POINT; THENCE N00°00'39"W, A DISTANCE OF 1.81 FEET TO A POINT; THENCE S89°50'27"E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 236.51 FEET TO THE POINT OF BEGINNING. CONTAINING 269,912 SQUARE FEET OR 6.196 ACRE, MORE OR LESS.

FROM: Single Family Medium Density Residential (R-1) Zoning District
TO: Planned Unit Development (PUD) District

This Clermont Planning & Zoning Commission will consider this request on Tuesday, October 1, 2019 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, October 8, 2019 at 6:30 p.m. for Introduction and for Final Adoption on Tuesday, October 22, 2019. All meetings will be held at City Hall, Council Chamber, located at 685 W. Montrose Street.

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

Please be advised that, under State law, if you should decide to appeal a

decision made with respect to this matter, you may need to ensure that a verbatim record is made.

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090736
September 18, 2019 &
October 15, 2019

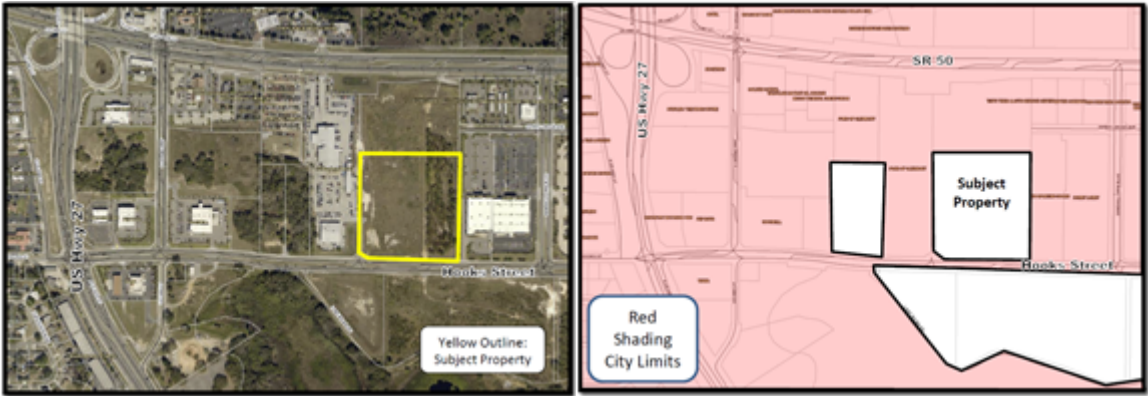
Payment Info	
Ad Price	\$337.04
Tax	\$0.00
Sub Total	\$337.04
Prepaid Amount	\$0.00
Balance Due	\$337.04



CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date		
Tuesday, October 8, 2019		
Agenda Item Name		
Ordinance No. 2019-42 <i>Introduction</i> <i>Rocky Mount</i>		
Requested Action		
Recommend introduction of Ordinance 2019-42.		
Staff Report		
The applicant, Rocky Mount Development Co, is requesting voluntary annexation of the subject property by adjacency to the City limits. The subject site is 10.8 +/- acres in size. The vacant property fronts Hooks Street, between Ford of Clermont and Dicks Sporting Goods. The City limits surround this property on the north, east and western property boundary. This would be considered infill since majority of the surrounding property is currently in the City.		
		
The request is being heard concurrently with a request for a Large-Scale Comprehensive Plan Amendment to the City's Commercial Future Land Use and a rezoning to C-2 General Commercial. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The City can fully serve the property. The property has been previously mined and is currently used for agricultural purposes in Lake County. The north portion of the property was annexed into the City in 2015 and currently remains undeveloped.		
Since the subject property meets the requirements for voluntary annexation under Florida Statutes Chapter 171.044, the City is capable of serving the property, and this would be logical extension of the existing City limits; staff recommends approval of the annexation.		
Additional Analysis		
Fiscal Impact Summary		
Fiscal Impact	Fund Number and Description	Available Budget Amount

Exhibits Attached (copies of original agreements)		
1.	2019-42 Rocky Mount Comm Ph 2 ANN Formatted	2019-42 Rocky Mount Comm Ph 2 ANN Formatted.DOC
2.	Rocky Mount Comm Ph 2 Maps	Rocky Mount Comm Ph 2 Maps.pdf
3.	Rocky Mount Ph 2 Annexation App 8-2019-Scanned	Rocky Mount Ph 2 Annexation App 8-2019-Scanned.pdf
4.	ORD 2019-42 ANN Legal Ad Proof	ORD 2019-42 ANN Legal Ad Proof.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-42

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida.

Site contains 10.8 +/- acres

LOCATION

Vacant parcel approximately ½ mile east of the US Hwy 27 and Hooks Street intersection
Alternate Key 1103916



CITY OF CLERMONT
ORDINANCE NO. 2019-42

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

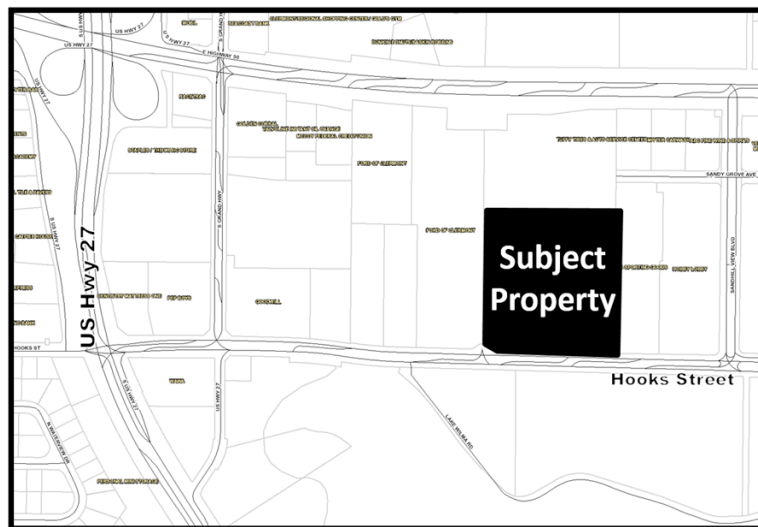
SECTION 5.

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

SECTION 6.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-42

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

CITY OF CLERMONT

Gail L. Ash, Mayor

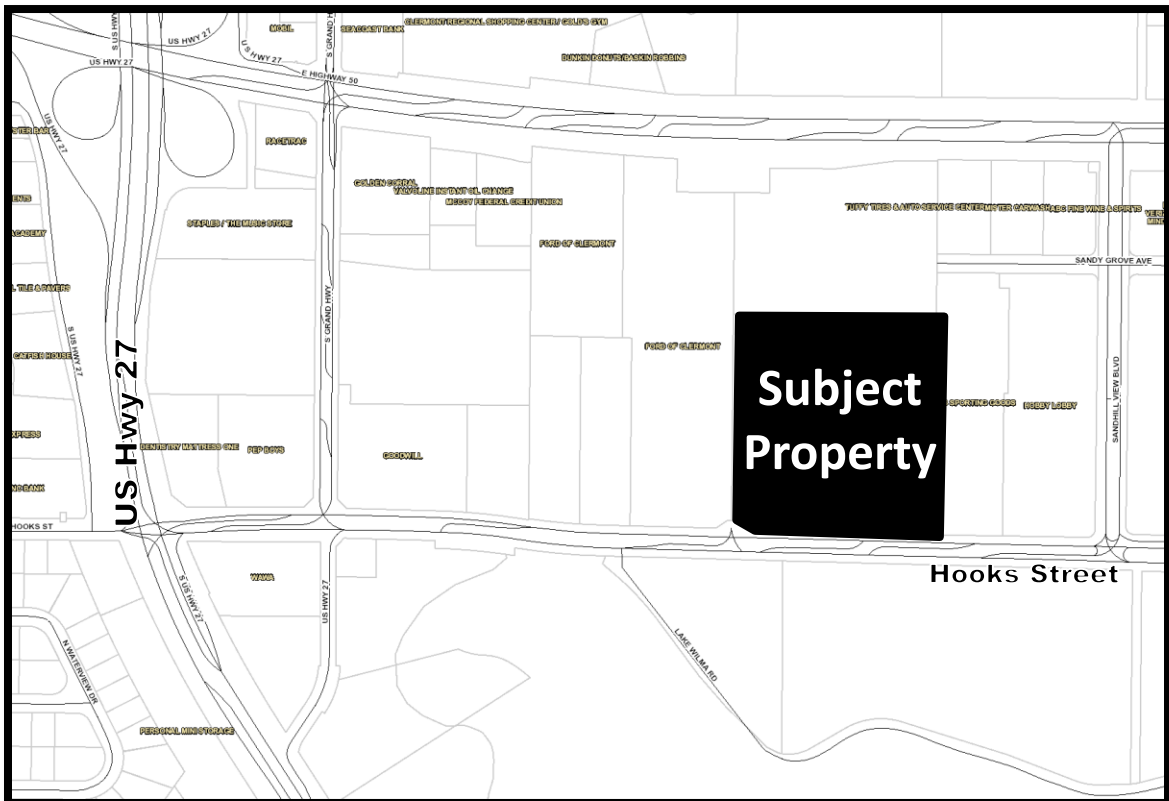
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

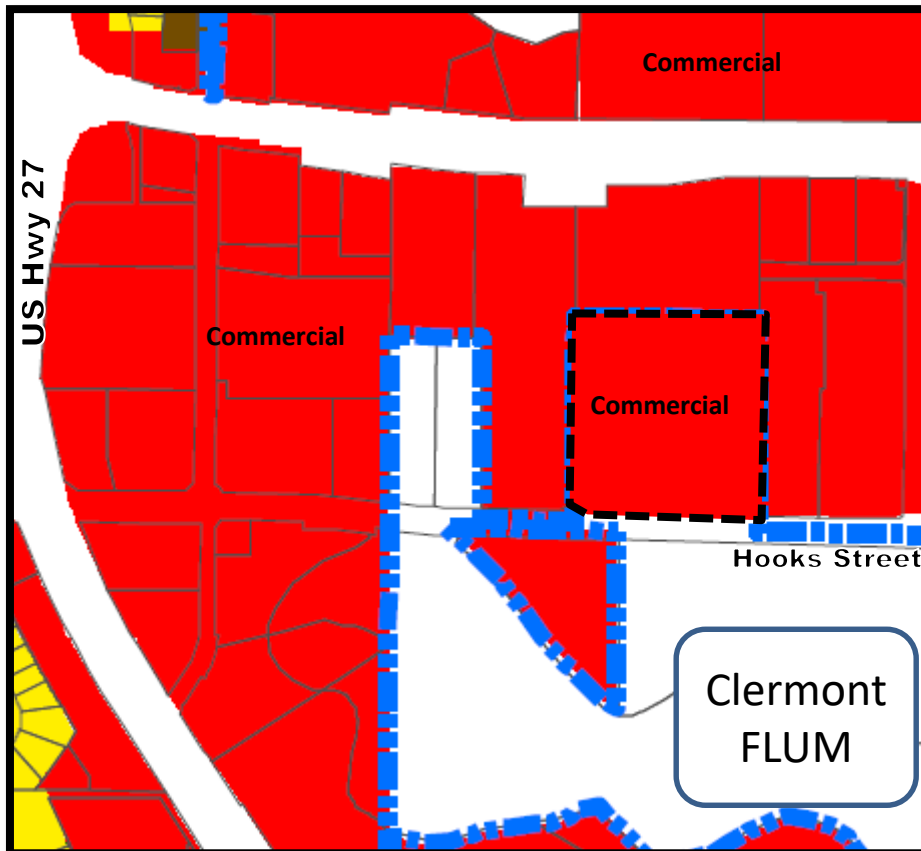
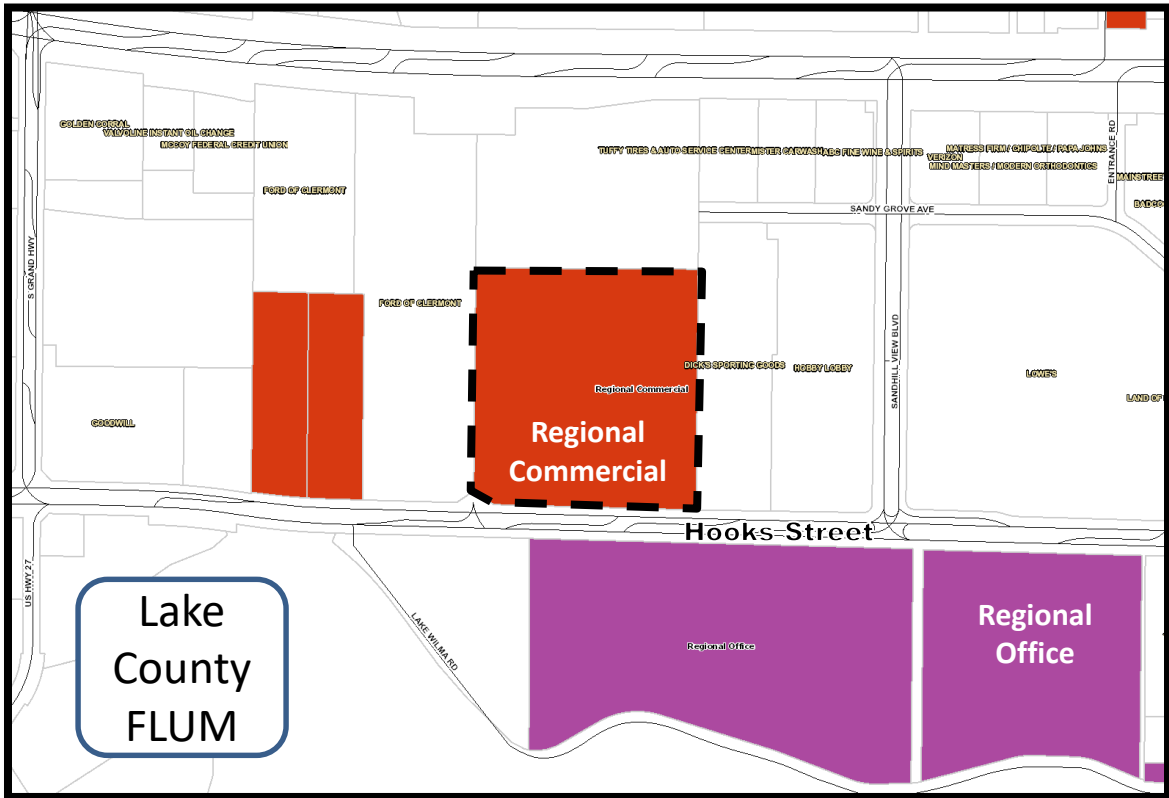
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

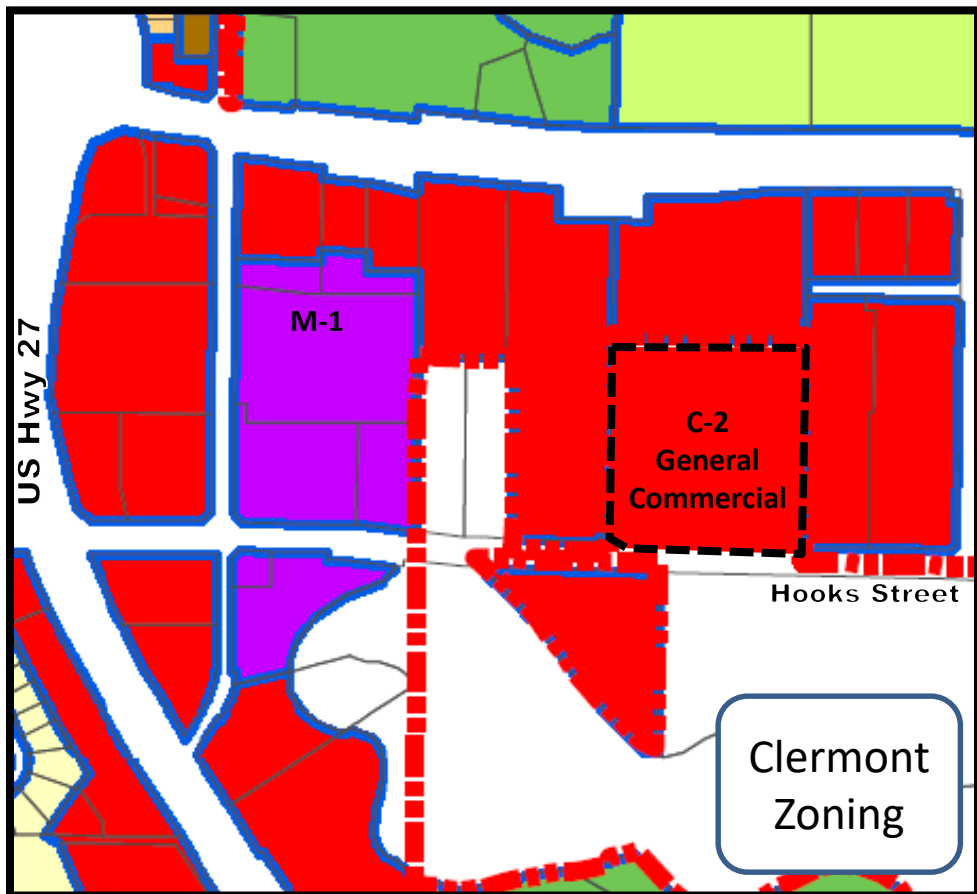
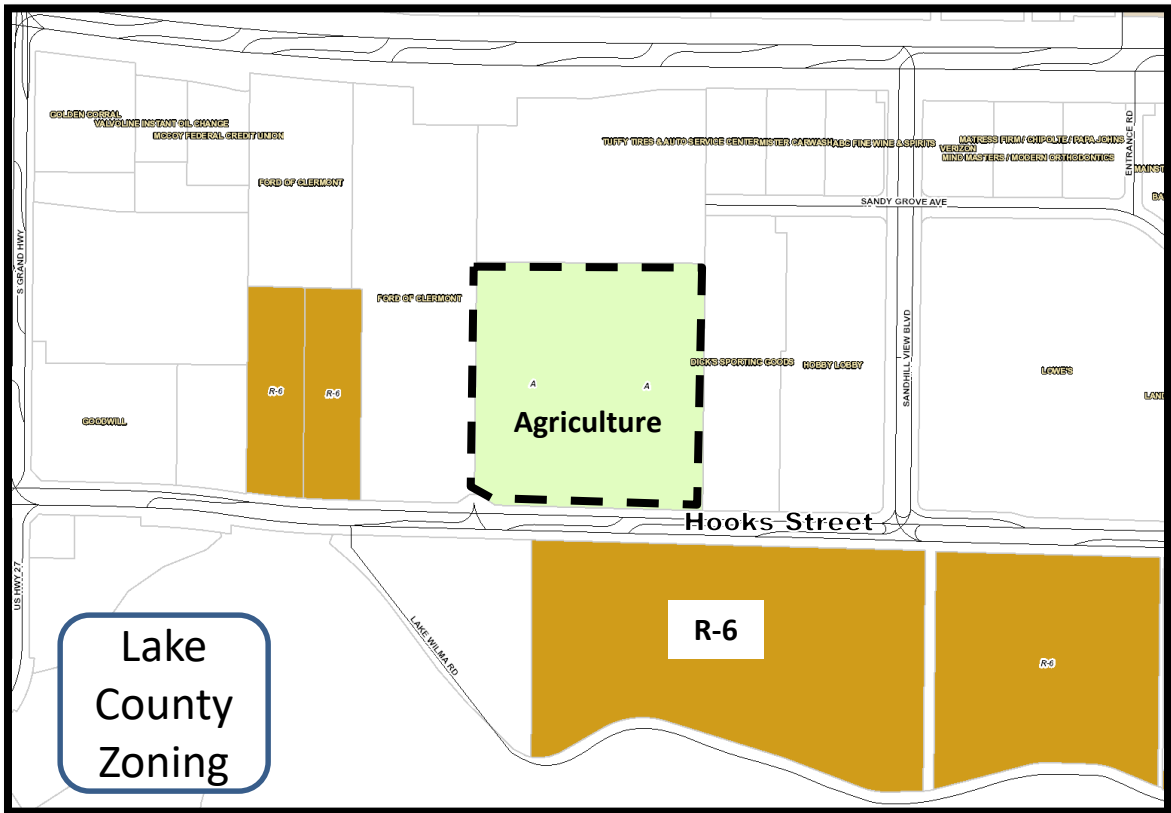
Exhibit - Location Map – Rocky Mount Commercial Phase 2



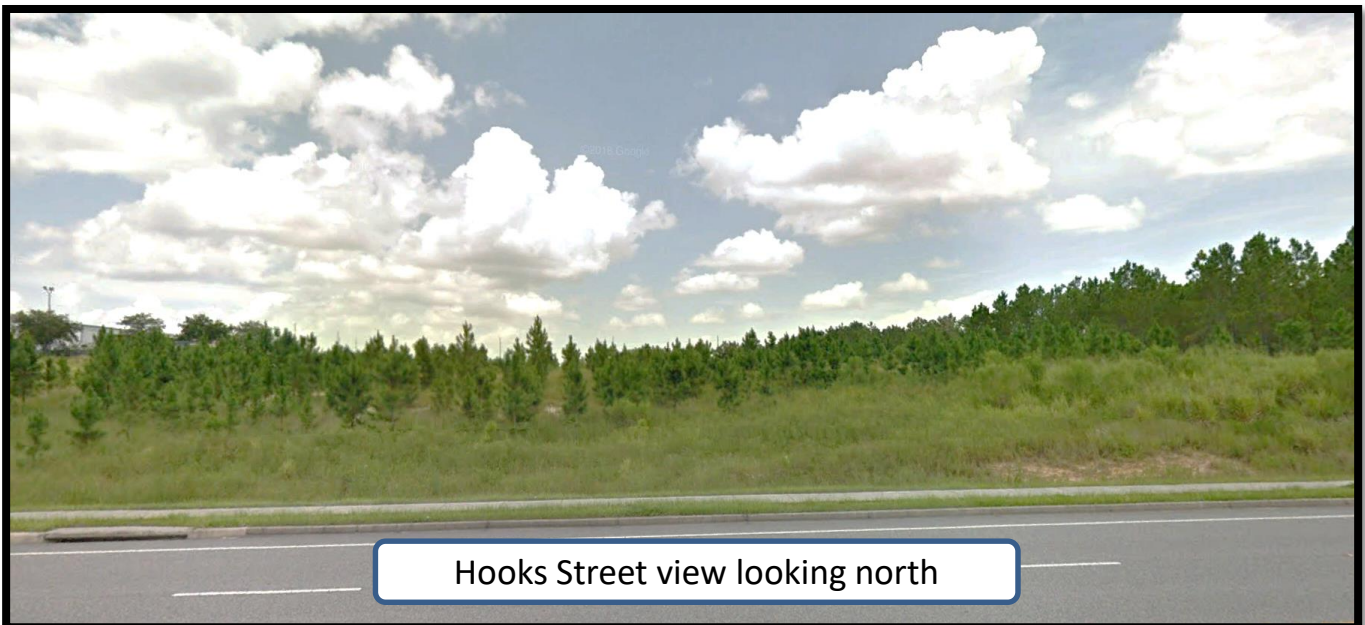
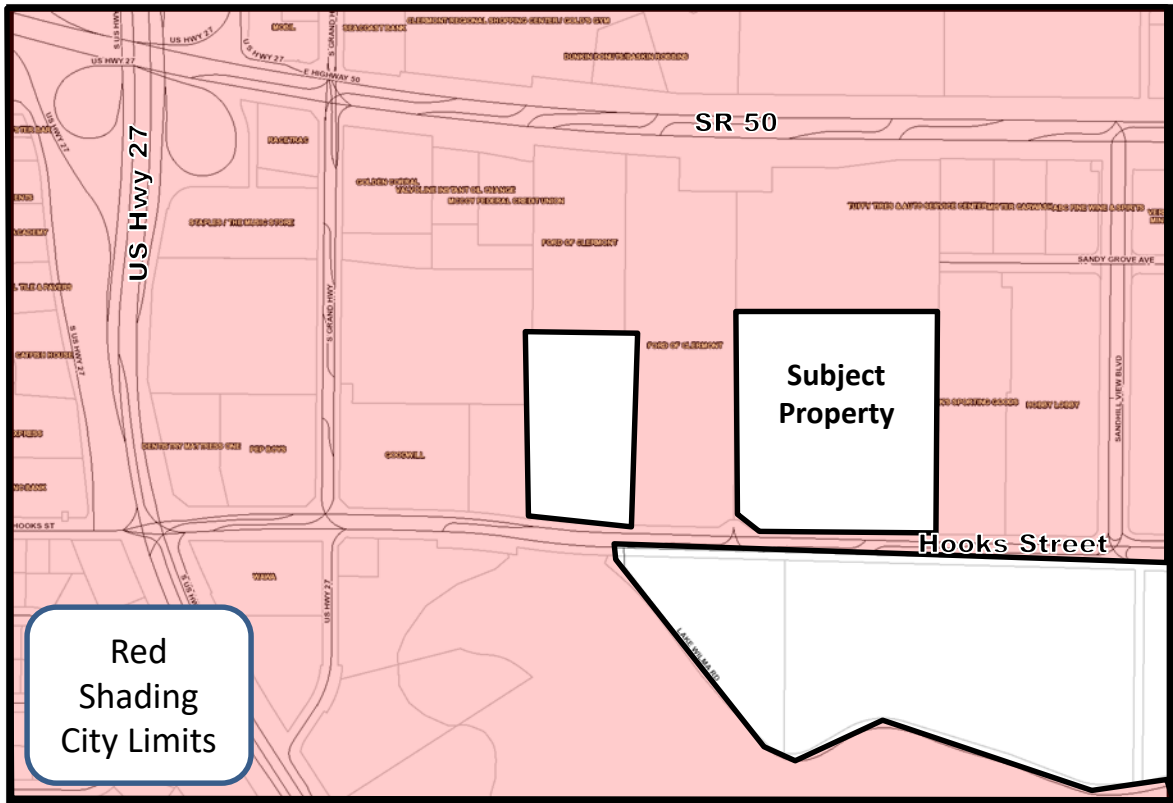
Future Land Use Map–Rocky Mount Commercial Phase 2



Zoning Map–Rocky Mount Commercial Phase 2



City Limits Map–Rocky Mount Commercial Phase 2





CHECK LIST & FILING INSTRUCTIONS

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

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

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

PROCEDURES:

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



APPLICATION & PETITION

DATE: August 29, 2019

FEE: \$155.⁰⁰
+ cost of advertising

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

PROJECT NAME (if applicable): Rocky Mount Commercial - Phase 2

APPLICANT: Rocky Mount Development Co., Inc.

Address: 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: _____

Applicant is: Owner: XX Agent: _____ Purchaser: _____ Lessee: _____ Optionee: _____

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

AGENT NAME (Affidavit required): Rick McCoy, McCoy & Associates

Address: 552 South Highway 27, Suite C

City: Clermont State: FL Zip: 34711

Phone: 352-394-5756 Fax: _____

E-Mail: rmccoype@att.net

Property address and/or general location: Northwest Quadrant Hooks Street & Sandhill View Boulevard, adjacent to the east to Ford of Clermont

Area of property: 10.8 +/- acres, and/or _____ +/- sq. ft.

The property is PRESENTLY used for: vacant

The property is PROPOSED to be used for: General Commercial



Existing Lake County Land Use* : Regional Commercial

Existing Lake County Zoning* : Agricultural

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

Number of existing structures on the property and their present use: None

State the reason or basis for this request: Request to utilize City water & sewer services for General Commercial development.

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

Section 29, Township 22, Range 26

Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet,

North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning -

Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida

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



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

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

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

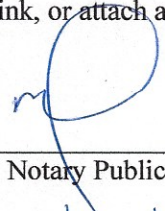
hereby petition that the hereinafter described real estate be annexed to, and become a part of the city limits of the City of Clermont, a municipal corporation in Lake County, Florida, created and existing pursuant to Chapter 9820, Laws of Florida, Special Acts of 1923, and amendatory and supplementary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

IN WITNESS WHEREOF, we, the undersigned landowners, as petitioners, have hereunto set our hands and seals as of the 29th day of August, 2019.

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

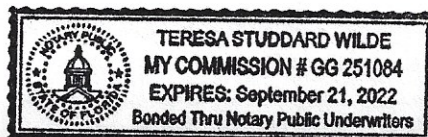
Tom K. Dougherty, P,D
Landowner (Petitioner)

August 29, 2019
Date



Notary Public

09/21/2022
My Commission Expires





OWNER / AGENT AFFIDAVIT (ANNEXATION)

Date: August 29, 2019

Before me, the undersigned authority personally appeared Tom K. Dougherty
(owner(s) name), who being by me duly sworn on oath,
deposes and says:

1. That said authority is the fee-simple owner of the property legally described in this application.
2. That said authority desires an ANNEXATION to allow:
General Commercial development
3. That said authority (owner) has appointed (agent's name) Rick McCoy
to act in its behalf to accomplish the above, and
before me the undersigned authorized agent personally appeared and being by me duly
sworn on oath, deposes and says:

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

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

X Tom K. Dougherty
Owner (signature)

X

Rick McCoy
Agent's (signature)

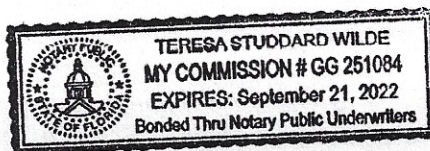
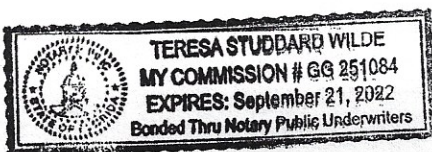
Sworn to and subscribed before
me this 29th day of August,
20 19.

Sworn to and subscribed before
me this 29th day of August,
20 19.

Notary Public, State of FL
My commission expires: 09/21/2022

Notary Public, State of FL
My commission expires: 09/21/2022

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



LEGAL NOTICE

The City Council of the City of Clermont will consider the enactment of the following proposed Ordinance at the regularly scheduled meeting to be held Tuesday, December 10, 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.

ORDINANCE NO. 2019-42

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

LOCATION:

Vacant parcel approximately ½ mile east of the US Hwy 27 and Hooks Street intersection
Alternate Key 1103916
10.8 +/- Acres

LEGAL DESCRIPTION

Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida.

Site contains 10.8 +/- acres

See Map Below

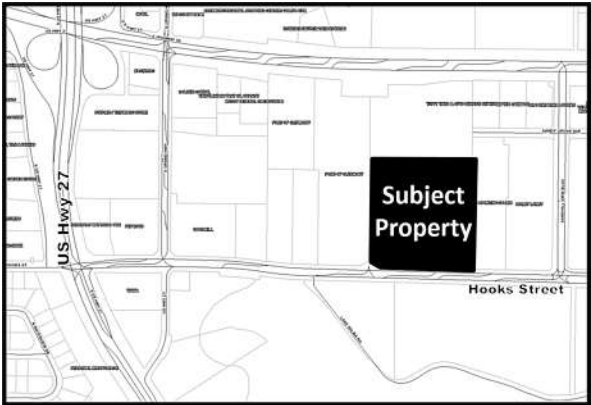
The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk



D051143 - November 26 & December 3, 2019

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051143 (100%)

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

PROOF CREATED AT: 9/20/2019 1:39:17 PM
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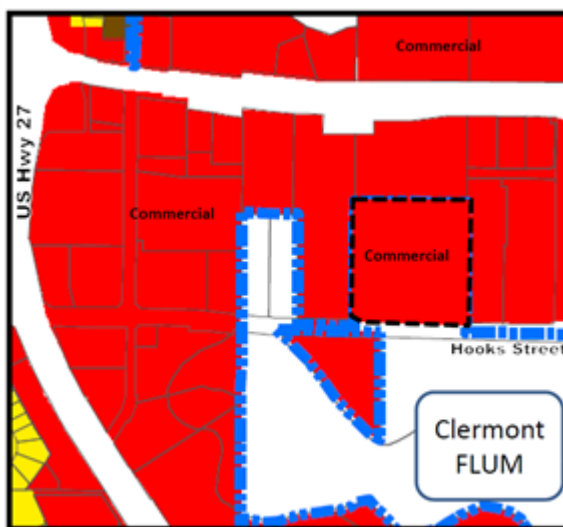
CITY OF CLERMONT

AGENDA ITEM

Page 1 of 1

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Ordinance No. 2019-43 <i>Transmittal Rocky Mount</i>	
Requested Action	
Recommend transmittal of Ordinance 2019-43.	
Staff Report	

The applicant, Rocky Mount Development Co., has requested an amendment to the Future Land Use Map to designate the property with a future land use category of Commercial. The subject site is 10.8 +/- acres in size. The vacant property fronts Hooks Street, between Ford of Clermont and Dicks Sporting Goods. This request is being heard concurrently with requests for annexation and a rezoning to C-2 General Commercial. The property is located within the Interlocal Service Boundary Agreement (ISBA) and the Joint Planning Area (JPA). The property has been previously mined and is currently used for agricultural purposes. The north portion of the property was annexed into the City in 2015 and the property is contiguous to the City limits on the north, east, and west boundary.



The applicant desires to develop the property for commercial uses; however, no conceptual plans have been submitted at this time. The proposed map amendment will change the future land use from Lake County's Regional Commercial to the City's Commercial. The related rezoning request will change the zoning from Urban Estate (currently Agriculture District in Lake County) to the City's C-2 General Commercial zoning classification. The requested change is similar to the surrounding zoning, C-2 General Commercial, and land use, Commercial, in the City.

Several policies in the City's Comprehensive Plan support the proposed map amendment. These policies include:

Policy 1.1.3: The City shall encourage infill through the use of higher density and intensity land use designations and mixed-use designations in appropriate locations.

Policy 1.2.1: The City shall consider the compatibility of adjacent future land use categories during the land use plan amendment process. The City shall consider potential maximum densities and intensities and the appropriate transition of uses, densities, and intensities.

Policy 1.12.3: The City shall encourage requests for voluntary annexation into the City when those lands are logical extensions of the existing City limits, when services can be properly provided and when proposed uses are compatible with the City's comprehensive plan.

Since the proposed amendment is a very similar land use to the County's Regional Commercial, the adjoining land use is City Commercial, and the amendment would not be in violation of the City's Comprehensive Plan; staff recommends approval of the large-scale comprehensive plan amendment to change the future land use from Lake County Regional Commercial to Commercial in the City.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|---|---|
| 1. | 2019-43 Rocky Mount Ph 2 CPA Formatted | 2019-43 Rocky Mount Ph 2 CPA Formatted.DOC |
| 2. | Rocky Mount Comm Ph 2 Maps | Rocky Mount Comm Ph 2 Maps.pdf |
| 3. | Rocky Mount Ph 2 Comp Plan App 8-2019-Scanned | Rocky Mount Ph 2 Comp Plan App 8-2019-Scanned.pdf |
| 4. | CPA Legal Ad Proof | CPA Legal Ad Proof.pdf |



CITY OF CLERMONT
ORDINANCE NO. 2019-43

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

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

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

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

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

SECTION 1.

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

LEGAL DESCRIPTION

Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida.

Site contains 10.8 +/- acres.



CITY OF CLERMONT
ORDINANCE NO. 2019-43

LOCATION

Vacant parcel approximately 1/2 mile east of the US Highway 27 and Hooks Street intersection
Alternate Key 1103916

CHANGE IN FUTURE LAND USE CLASSIFICATION

FROM LAKE COUNTY: REGIONAL COMMERCIAL
TO CITY OF CLERMONT: COMMERCIAL

SECTION 2.

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

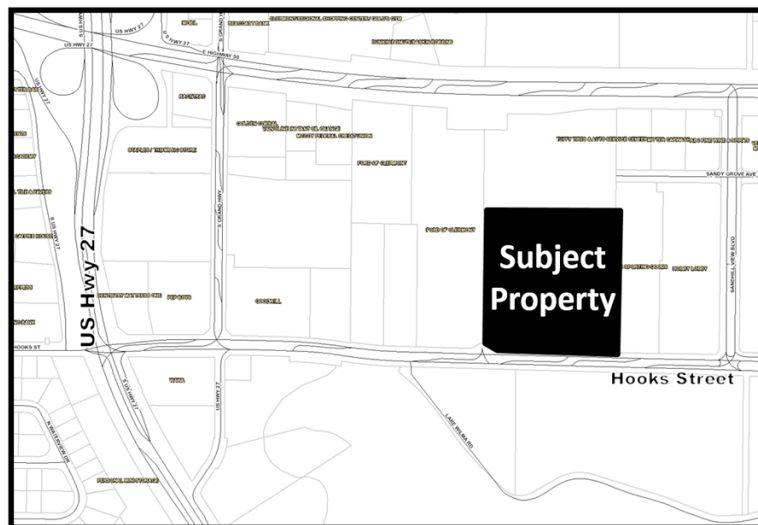
SECTION 3.

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

SECTION 4.

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

Location map:





CITY OF CLERMONT
ORDINANCE NO. 2019-43

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

CITY OF CLERMONT

Gail L. Ash, Mayor

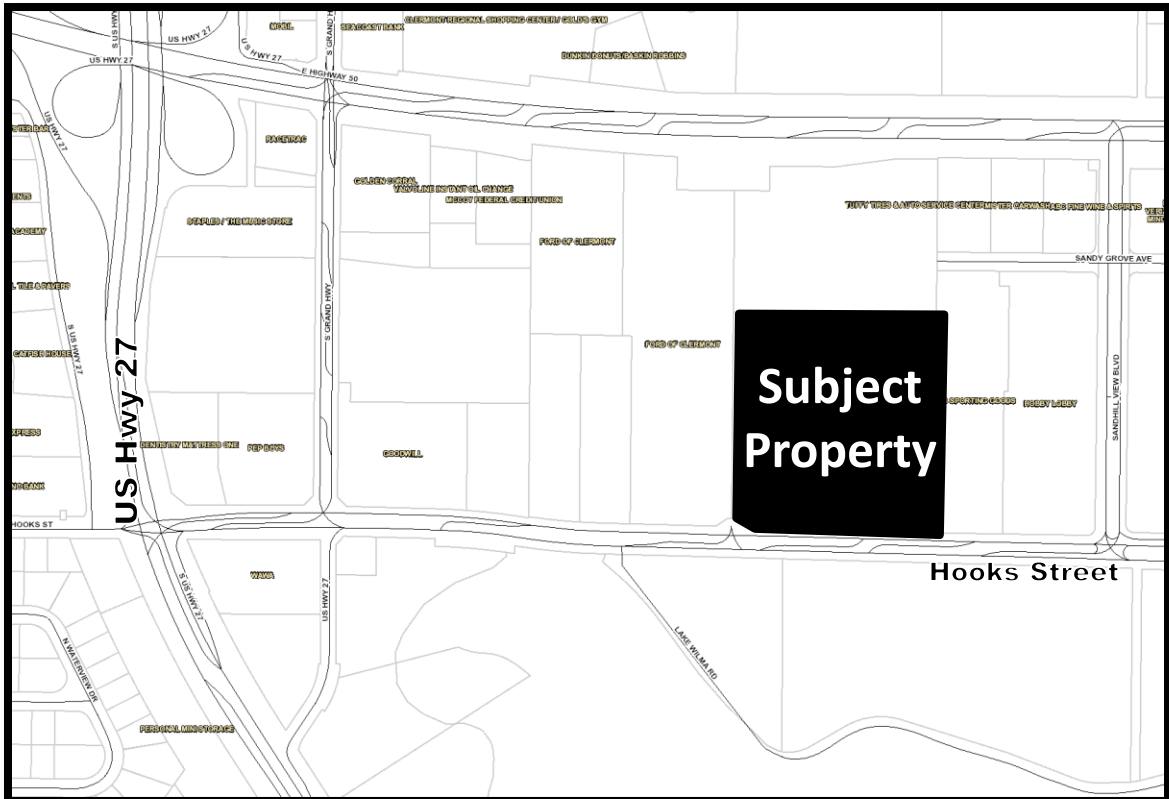
ATTEST:

Tracy Ackroyd Howe, City Clerk

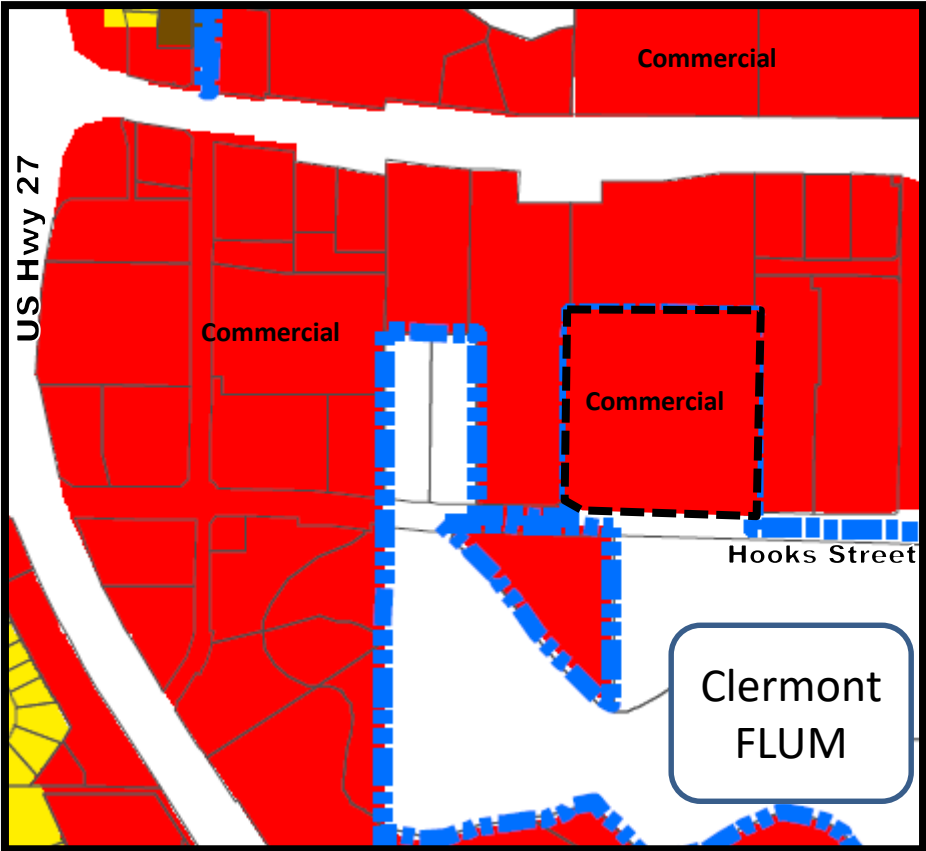
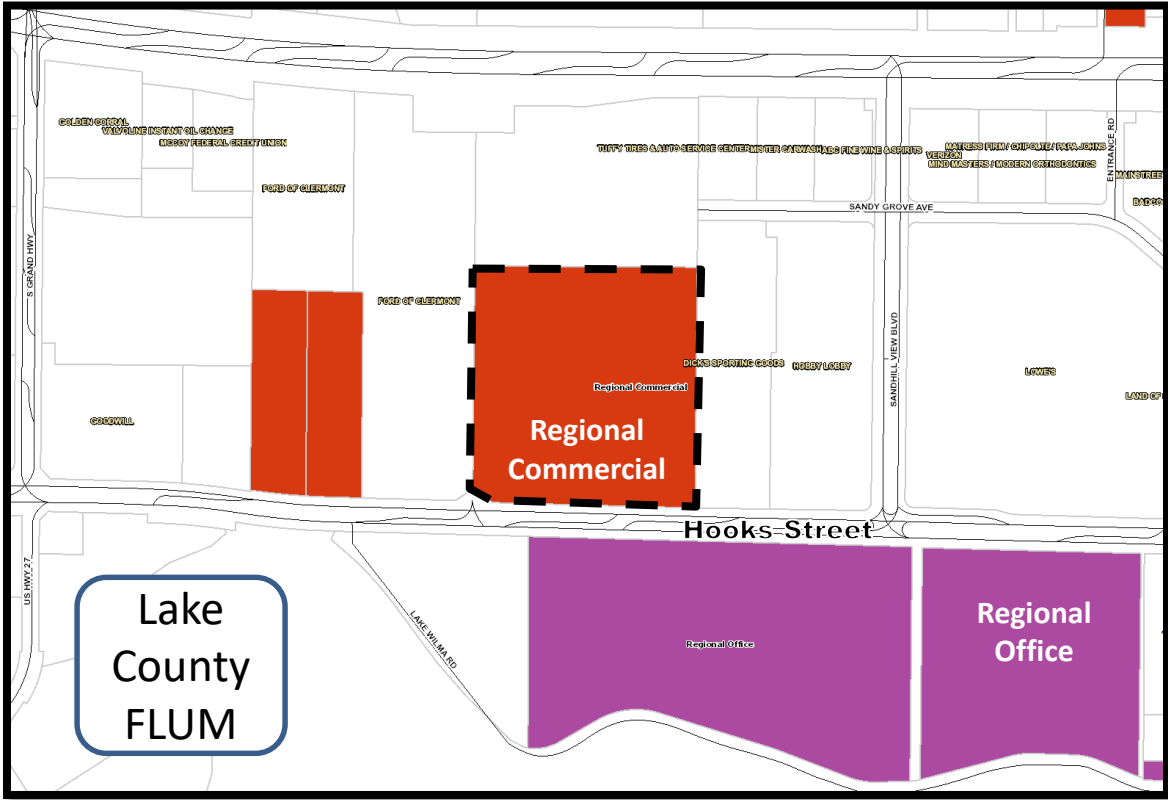
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

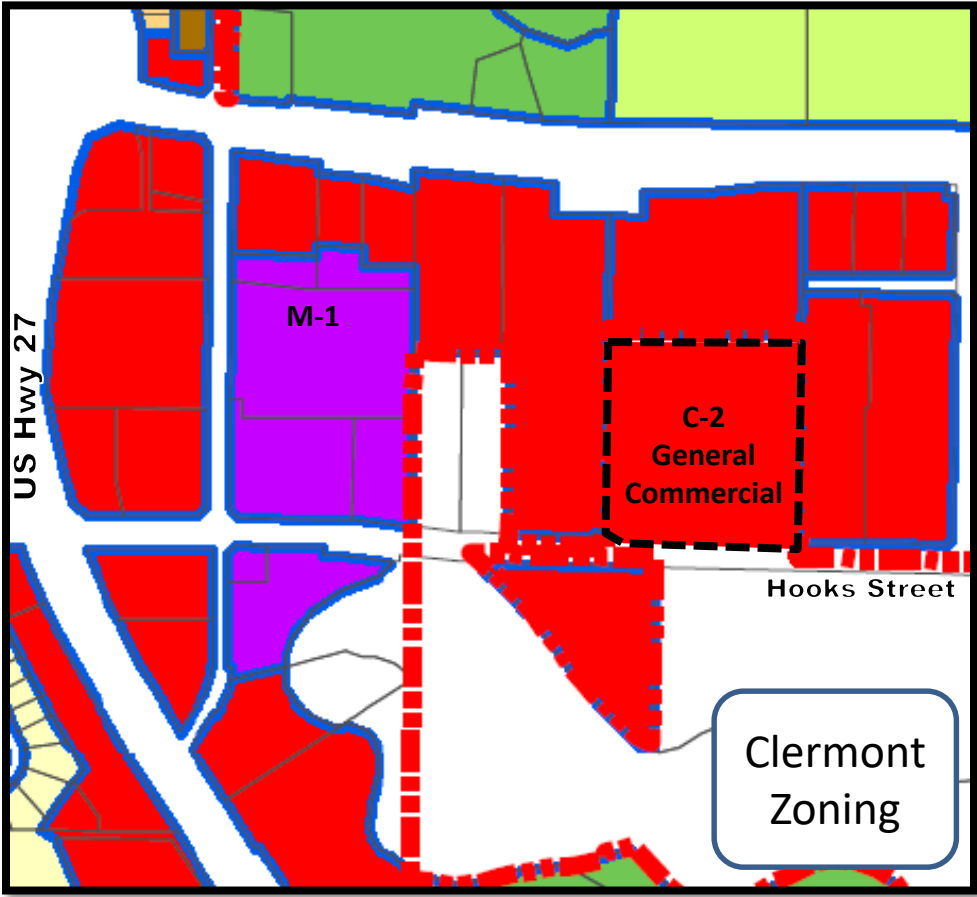
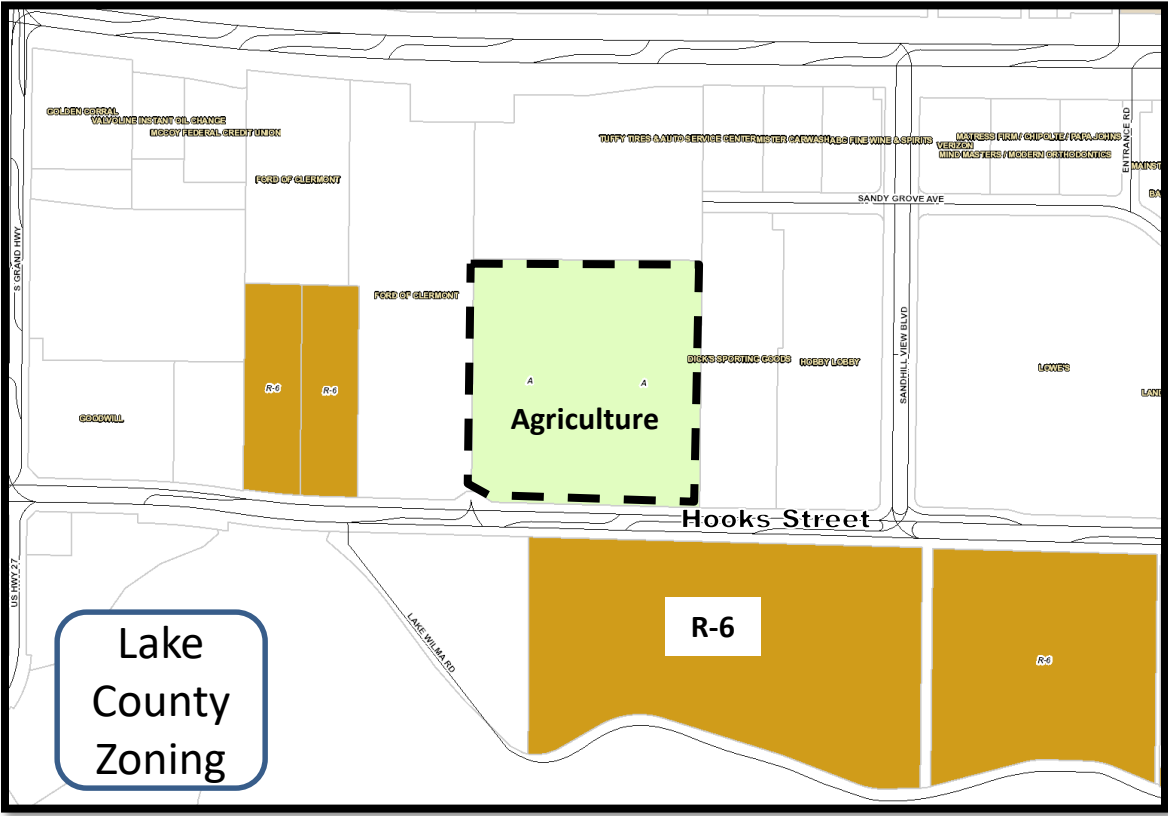
Exhibit - Location Map – Rocky Mount Commercial Phase 2



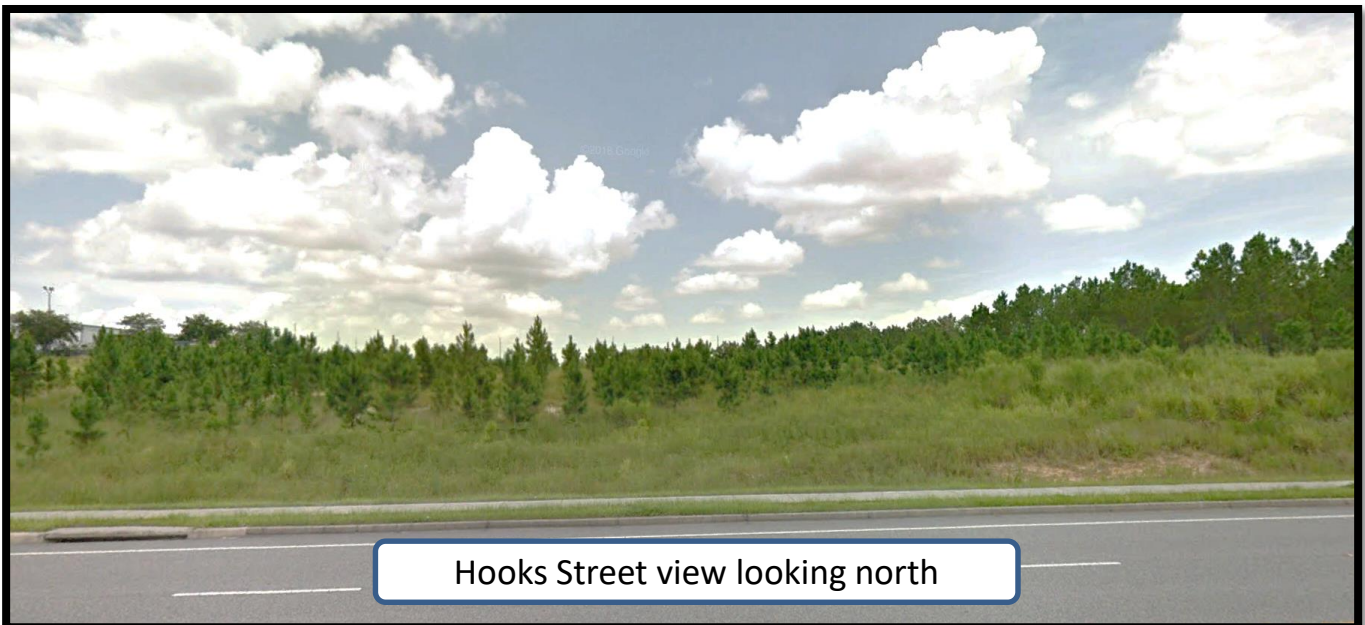
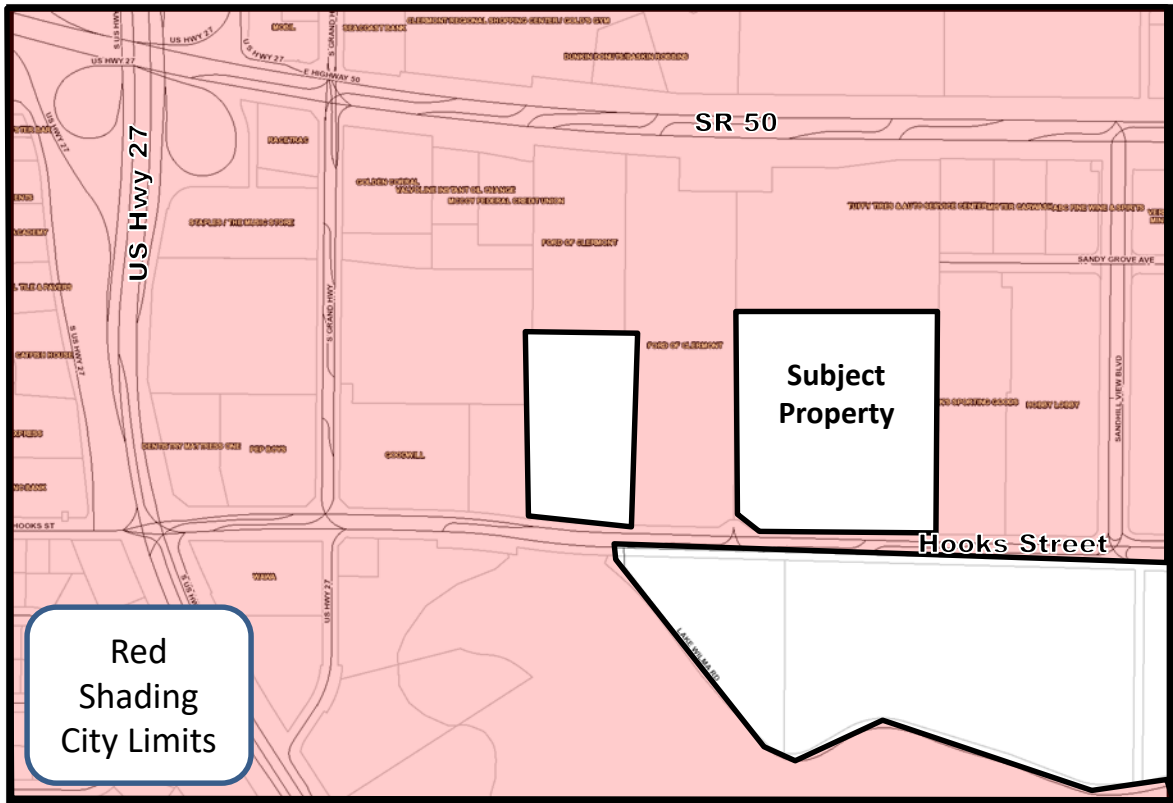
Future Land Use Map–Rocky Mount Commercial Phase 2



Zoning Map—Rocky Mount Commercial Phase 2



City Limits Map–Rocky Mount Commercial Phase 2





CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application Instructions

APPLICATION FEE:

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

APPLICATION PROCESS:

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

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

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

AMENDMENT TIME FRAME:

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



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

Application Information Required

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

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

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



**CITY OF CLERMONT
COMPREHENSIVE PLAN AMENDMENT
Application**

DATE: August 29, 2019

FEE: \$2,325.00

Project Name (if applicable): Rocky Mount Commercial - Phase 2

Applicant: Rocky Mount Development Co., Inc.

Contact Person: Tom Dougherty

Address: 735 Almond Street, Suite A

City: Clermont State: FL Zip: 34711

Phone: 352-394-6151 Fax: _____

E-Mail: tom@tri-prorealty.com

OWNER: Same as Applicant

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

E-Mail: _____

General Location: Northwest Quadrant of Hooks Street & Sandhill View Boulevard
(Adjacent to the east to Ford of Clermont)

Legal Description (include copy of survey): Lake Highlands 29-22-26, Tracts 22 & 27 - Less Beginning at East Line of Tract 22 and South Line of FDOT Right of Way, Run south along East Line 500 Feet, North 89-39-36 West to West Boundary of said Tract 22, North to FDOT Right of Way, Easterly along said Southerly FDOT Right of Way to Point of Beginning - Being part of Tract 22 & 27, PB 2, PG 25, ORB 860, PG 1354, ORB 1004, PG 270, Public Records of Lake County Florida

Property size (in acres or square feet): 10.8 +/- acres

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

Existing (Actual) Land Use: Vacant

Existing Zoning: Agricultural

Existing Future Land Use: Regional Commercial

Proposed Future Land Use: Regional Commercial

Type of development proposed: General commercial



Proposed density (dwelling units/acre) or intensity: _____

Proposed Zoning District: C-2

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

Request to annex into the City of Clermont to utilize water and sewer services for general commercial development, as consistent with the surrounding area.

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

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

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

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

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



APPLICANT'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Tom K. Dougherty, who being

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

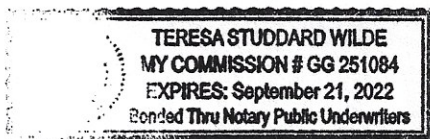
1. That he (she) affirms and certifies that he (she) understands and will comply with all ordinances, regulations and policies of Lake County, Florida, and that all statements and diagrams submitted herewith are true and accurate to the best of his (her) knowledge and belief, and further, that this application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

Tom K. Dougherty, P, D
Affiant - Applicant Name (print)

X Tom K. Dougherty
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 29th day of August, 2019.



X [Signature]
Notary Public, State of Florida at Large

My Commission Expires: 09/21/2022



OWNER'S AFFIDAVIT

STATE OF FLORIDA
COUNTY OF LAKE:

Before me, the undersigned authority personally appeared

Tom K. Dougherty, who being

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

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

Tom K. Dougherty, P, D
Affiant - Applicant Name (print)

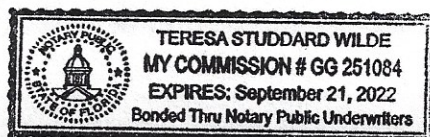
X *Tom K. Dougherty*
Affiant - Applicant Name (signature)

SWORN to and SUBSCRIBED before me by

or personally known by me this 29th day of August, 2019.

X *[Signature]*
Notary Public, State of Florida at Large

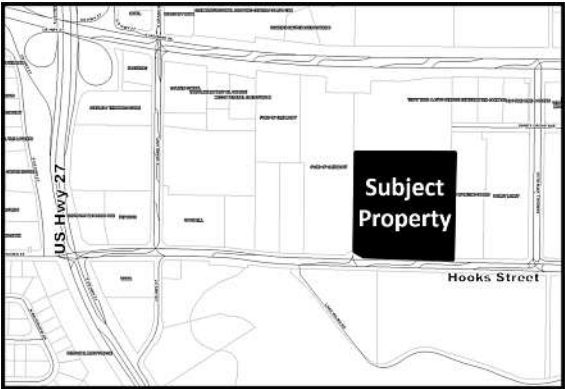
My Commission Expires: 09/21/2022



CITY OF CLERMONT
NOTICE OF PROPOSED
AMENDMENT
TO COMPREHENSIVE PLAN
ORDINANCE NO. 2019-43

The City of Clermont will hold public hearings on Tuesday, October 1, 2019 at 6:30 p.m. before the Planning and Zoning Commission to consider a proposed change to the City's Future Land Use Map; and on Tuesday, October 8, 2019 at 6:30 p.m. before the City Council to consider introduction of the ordinance and transmittal of the proposed amendment. The map amendment would change the Future Land Use designation for the parcel below from Lake County Regional Commercial to City of Clermont Commercial.

The City of Clermont will hold a public hearing on Tuesday, December 10, 2019 (final hearing) beginning at 6:30 p.m. before the City Council to consider the adoption of the proposed change to the City's Future Land Use Map.



Location:

Vacant parcel approximately ½ mile east of the US Hwy 27 and Hooks
Street intersection
Alternate Key 1103916
10.8 +/- Acres

Ordinance #2019-43:

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

The public hearings are in the Council chambers of City Hall, 685 W. Montrose Street, and are open to public comment. Please call (352) 394-4083, ext. 3 if you have any questions.

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

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

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

Tracy Ackroyd Howe, MMC
City Clerk

D051101 - September 16, 2019

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

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

LF-D051101 (100%)

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

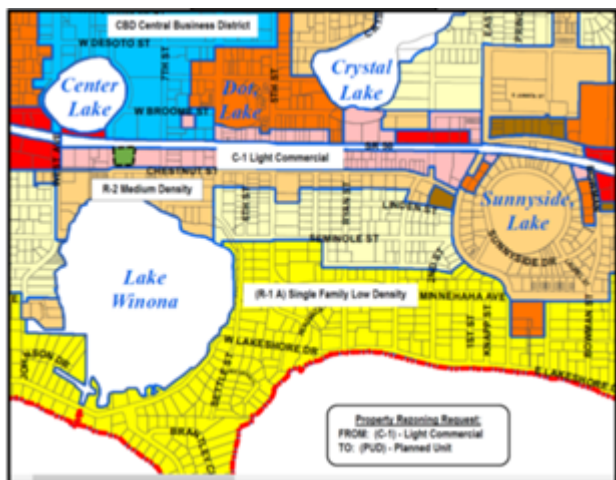
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NEXT RUN DATE: 09/16/19
PROOF DUE: 09/13/19 12:59:55

AGENDA ITEM

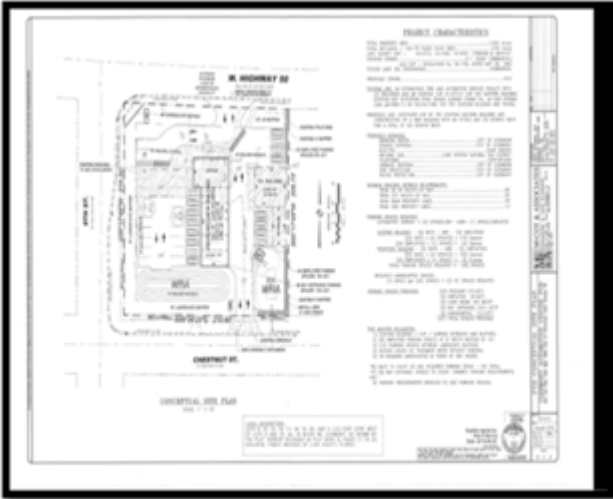
Page 1 of 1

Meeting Date	
Tuesday, October 8, 2019	
Agenda Item Name	
Ordinance No. 2019-45 <i>Introduction</i> <i>Clermont Auto Center</i> <i>Withdrawn</i>	
Requested Action	
Recommend approval of Ordinance No. 2019-45.	
Staff Report	

The applicant is requesting a rezoning from C-1 Light Commercial to a Planned Unit Development (PUD) to allow for redevelopment of an existing automotive service and repair center on 1.10 +/- acres. The property is located on the corner of State Road 50 and 8th Street. The rezoning of the subject property to Planned Unit Development will allow more development flexibility to expand and redevelopment the existing auto service center.



The applicant has provided Exhibit A - PUD Site Development Plan showing the proposed layout of the site. The project may consist of a new 4,150 square foot automotive service building and office with five (5) service bays, and to allow the existing 2,320 square foot service building with four (4) service bays and the existing 18 foot x 40 foot storage building, the existing retention pond, and existing five (5) foot wide landscape buffer (east) to remain as permitted with the Conditional Use Permit (Resolution No. 92-755).



Staff has reviewed the PUD Development Plan, which allows some development to the Land Development Code. The applicant has requested several waivers to the Land Development Code.

These waivers include the following:

1. Allow the existing auto garage building with four (4) service bays, and storage building, retention pond and existing five (5) foot landscape buffer as permitted with CUP (Resolution No. 92-755) as approved.
2. Allow eight (8) employee parking spaces to be 9 feet wide and 20 feet deep (9'x20').
3. Allow twelve (12) parking spaces in a row without a Landscape Break/Island.
4. To allow access/driveway aisles have 22' foot pavement width without parking.
5. To allow a reduction of parking requirements to (30) parking spaces.

Staff has reviewed the application as submitted and finds the proposal meets the intent of Section 122-315, Review Criteria for a PUD. (1) The site has access to an arterial roadway, State Road 50, which is a major transportation facility with sufficient traffic capacity. (2) The proposed rezoning to Planned Unit Development (PUD) will not change the existing use and character of site to the surrounding properties. The redevelopment of the site with a new building and landscaping will improve the existing site conditions. Public utilities are readily available and the City can provide all services. Staff recommends approval of Ordinance No. 2019-45.

Additional Analysis

Fiscal Impact Summary

Fiscal Impact

Fund Number and Description

Available Budget Amount

Exhibits Attached (copies of original agreements)

- | | | |
|----|-------------------------|-----------------------------|
| 1. | Ordinance 2019-45 Final | Ordinance 2019-45 Final.pdf |
| 2. | Location Map | Location Map.pdf |

3.	Zoning Map	Zoning Map.pdf
4.	Site Plan	Site Plan.pdf
5.	Clermont Auto Rezoning-Application 8-2019- Scanned	Clermont Auto Rezoning-Application 8-2019- Scanned.pdf
6.	ORDINANCE 2019-45 AD	ORDINANCE 2019-45.pdf



CITY OF CLERMONT
ORDINANCE NO. 2019-45

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

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

SECTION 1.

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

LEGAL DESCRIPTION

CLERMONT LOTS 9,10,15,16,17,18,19,20 and 13.5 FT STRIP WEST OF LOTS 9 and 10; ALL IN BLOCK 85, CLERMONT, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, INCLUSIVE, Public Records of Lake County, Florida, Alternate Key 1614783. Containing a total of 1.02 Acres, more or less.

LOCATION

789 West Highway 50
Alternate Key 1614775, 1614783, 1614791, 2785098, and 2879157

From: Light Commercial Zoning District (C-1)
To: Planned Unit Development Zoning District (PUD)

SECTION 2. General Conditions

1. The conditions as set forth in this Planned Unit Development shall be legally binding upon any heirs, assigns and successors in title or interest.
2. The property shall be developed in substantial accordance with Exhibit A - Planned Unit Development (PUD) Conceptual Development Plan prepared by McCoy and Associates. Formal construction plans incorporating all conditions stated in this Ordinance shall be submitted for review and approved by the Site Review Committee prior to the issuance of a Zoning Clearance or any other development permits.
3. No person, firm, corporation or entity shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building or structure, or alter the land in any manner within the boundary of the project without first submitting necessary plans, obtaining necessary approvals, and obtaining necessary permits in accordance with the City of Clermont Land Development Regulations and those of other appropriate jurisdictional entities.



CITY OF CLERMONT
ORDINANCE NO. 2019-45

SECTION 3. Land Uses and Specific Conditions

1. The project may consist of a new 4,150 square foot automotive service building and office with five (5) service bays, and to allow the existing 2,320 square foot service building with four (4) service bays and existing 18 foot x 40 foot storage building, the existing retention pond, and existing five (5) foot wide landscape buffer (east) to remain as permitted with the Conditional Use Permit (Resolution No. 92-755).
2. Building Setbacks

From State Road 50	50 feet from the property line
Side Street (8 th Street)	25 feet from the property line
Side Yard Setback	12 feet from the property line
Rear Yard Setback (Chestnut Street)	25 feet from the property line
3. Landscape Buffers

State Road 50 (Front)	20 foot wide Buffer
East Buffer (Side)	To remain as Existing
Chestnut Street (Rear)	15 foot wide Buffer
8 th Street (Side Street)	15 foot wide Buffer
4. Sidewalks shall be constructed adjacent to any streets' right-of-ways for pedestrian safety and to comply with ADA requirements.
5. The architectural features and building height shall not exceed 55 feet, measured at the highest point. The buildings shall be designed and constructed to meet the City of Clermont's Architectural Design Standards.
6. The project may be developed to allow a maximum of 12 parking spaces in a row without a landscape island break.
7. The existing 2,320 square foot auto service building with four (4) service bays, existing 18 foot x 40 foot storage building, the existing retention pond as approved by St. Johns River Water Management District (permit 41988-1) setbacks and the existing five (5) foot landscape buffer (east side), as permitted with the Conditional Use Permit (Resolution No. 92-755).
8. The project shall be developed according to the C-1 General Commercial zoning district in the Land Development Code, unless expressly stated above.
9. The project may be developed to allow eight (8) employee parking spaces be 9 feet wide and 20 feet (9'x20') instead of requirements of the Land Development Code.
10. The project may be developed to allow a 22 feet driveway aisles pavement width without parking.
11. The project may be developed with no building landscaping in front of bay doors, but landscaping will be required around the office building.



CITY OF CLERMONT
ORDINANCE NO. 2019-45

12. The project may be developed to allow a reduction of parking requirements for a total of 30 parking spaces for the site.
13. No outside storage of tires, vehicles or auto equipment is allowed. Any overnight vehicle storage must be located inside of bays.
14. All fencing shall be ornamental wrought iron or metal, or decorative wood fencing, as approved by the Site Review Committee.

SECTION 4.

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

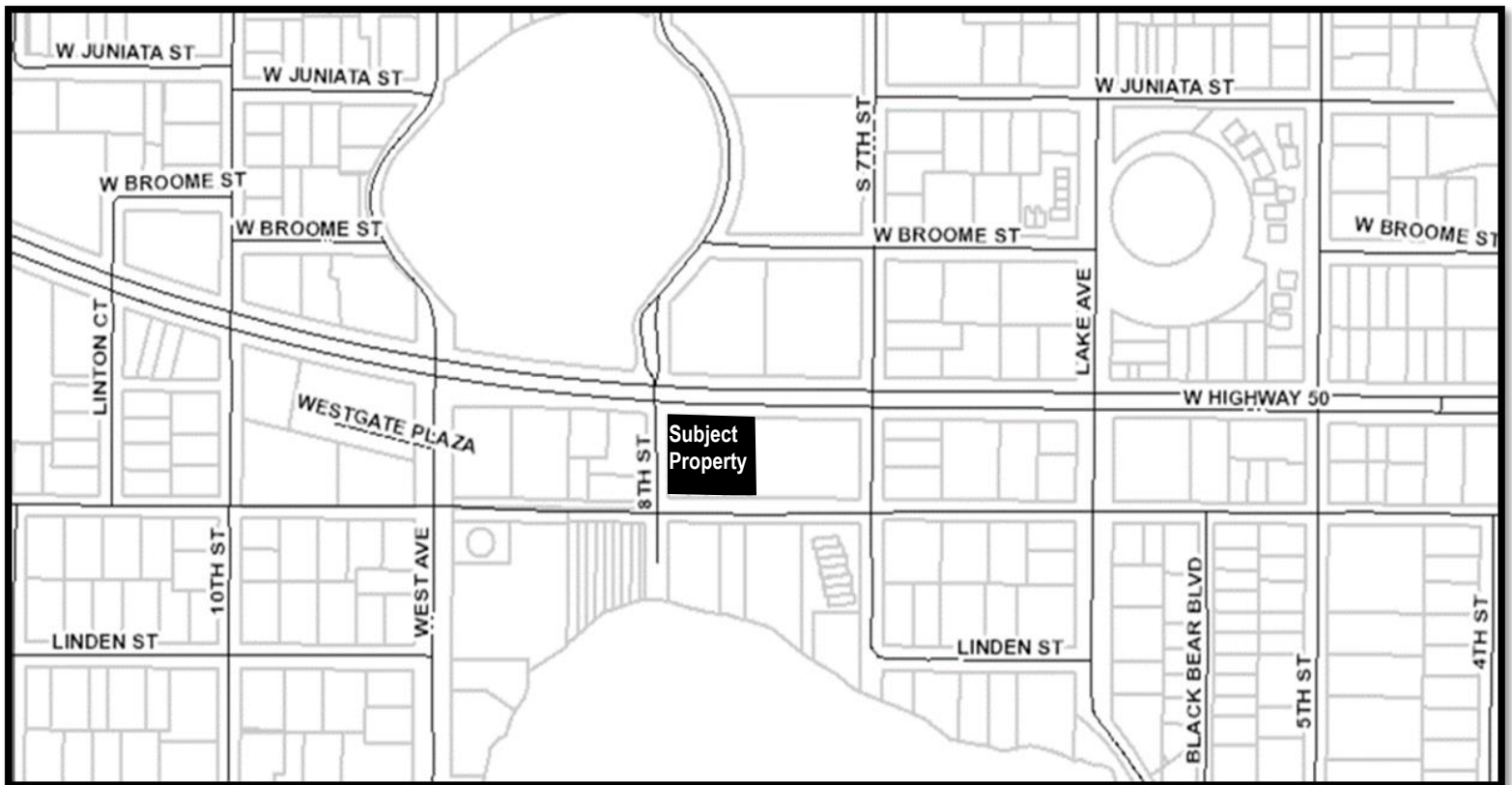
SECTION 5.

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

SECTION 6.

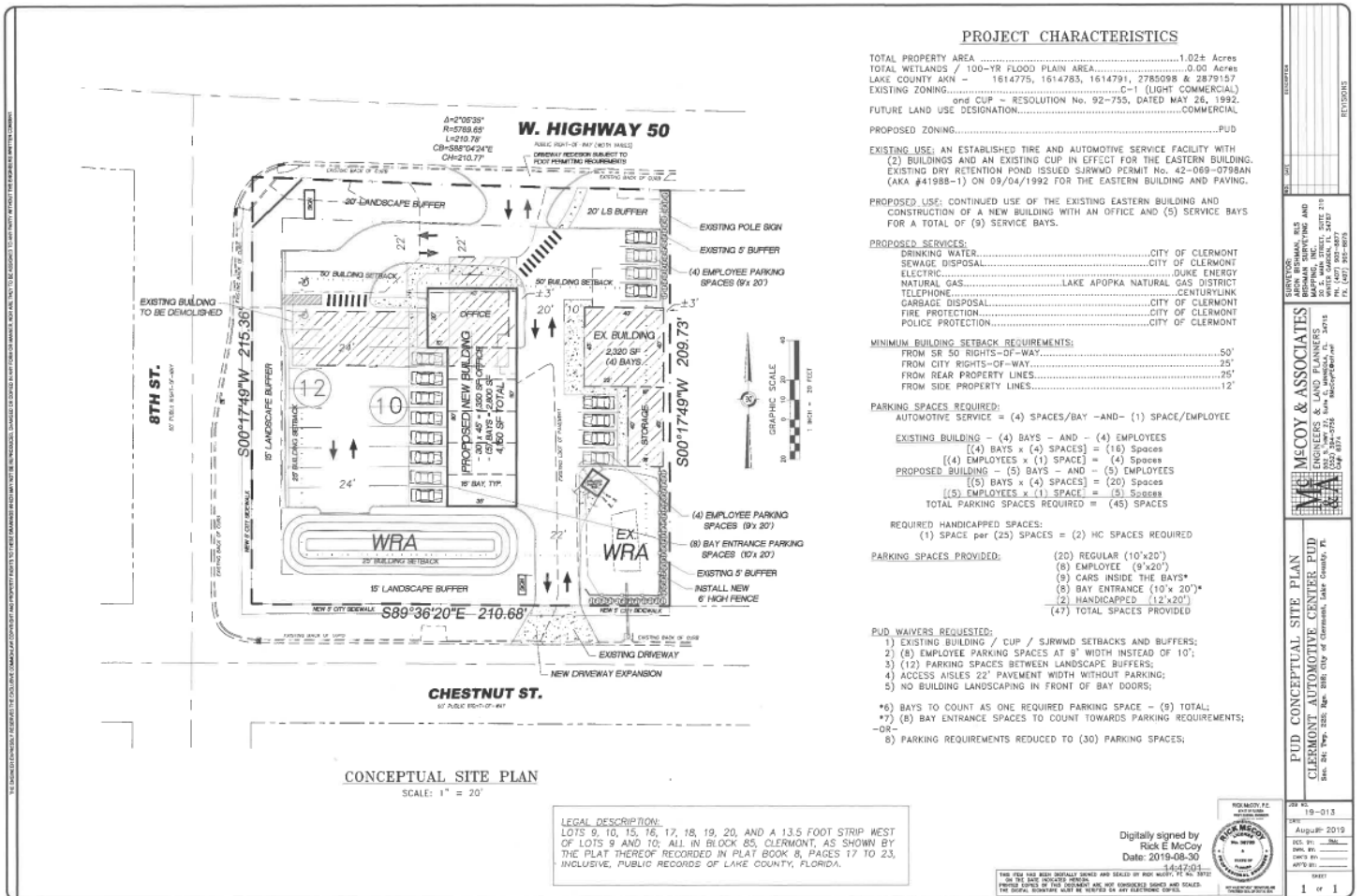
This Ordinance shall be published as provided by law, and it shall become law and take effect upon its Second Reading and Final Passage.

Location Map:



CITY OF CLERMONT ORDINANCE NO. 2019-45

Exhibit A





CITY OF CLERMONT
ORDINANCE NO. 2019-45

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

CITY OF CLERMONT

Gail L. Ash, Mayor

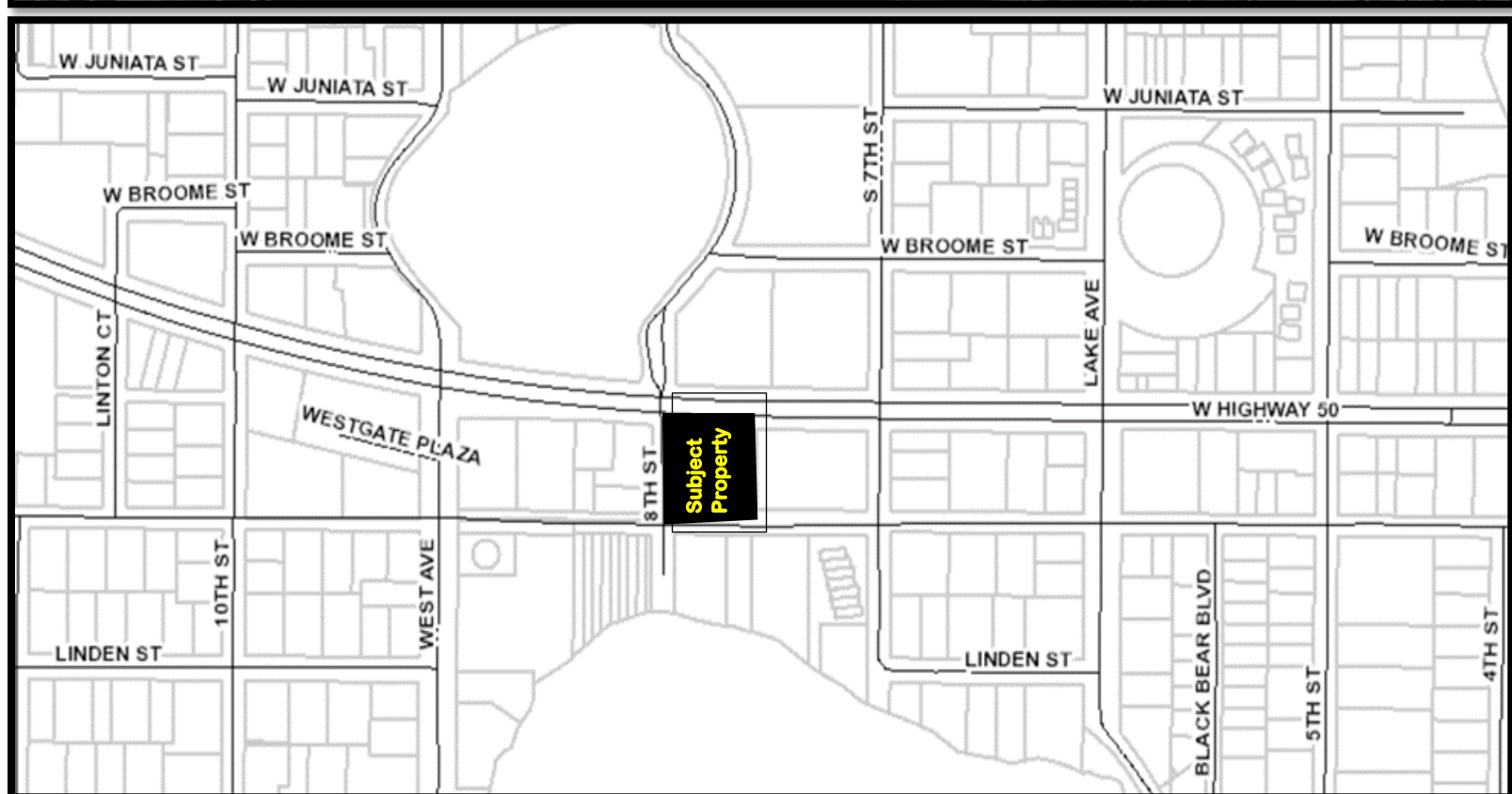
ATTEST:

Tracy Ackroyd Howe, MMC, City Clerk

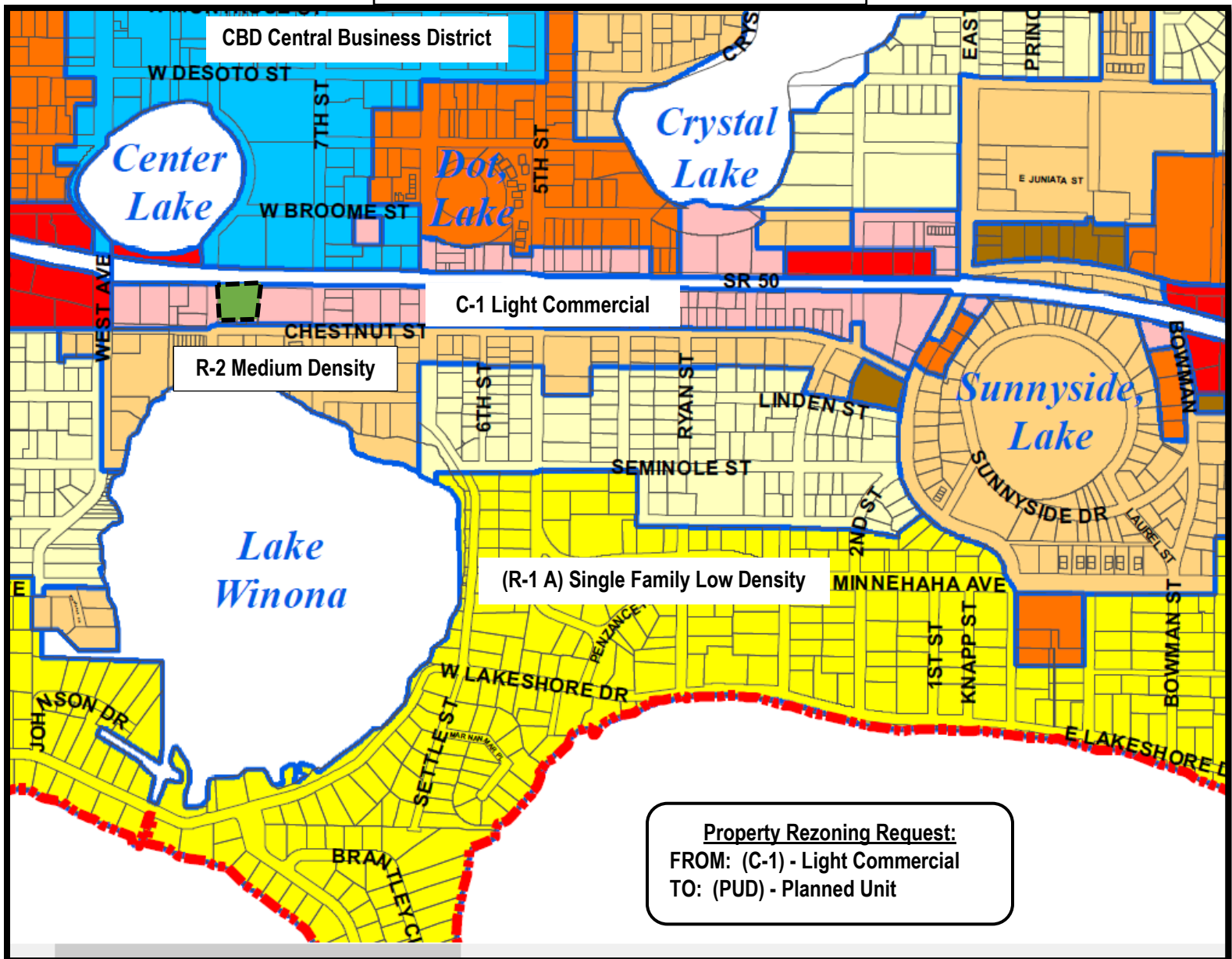
Approved as to form and legality:

Daniel F. Mantzaris, City Attorney

LOCATION MAP



ZONING MAP



Property Rezoning Request:
FROM: (C-1) - Light Commercial
TO: (PUD) - Planned Unit

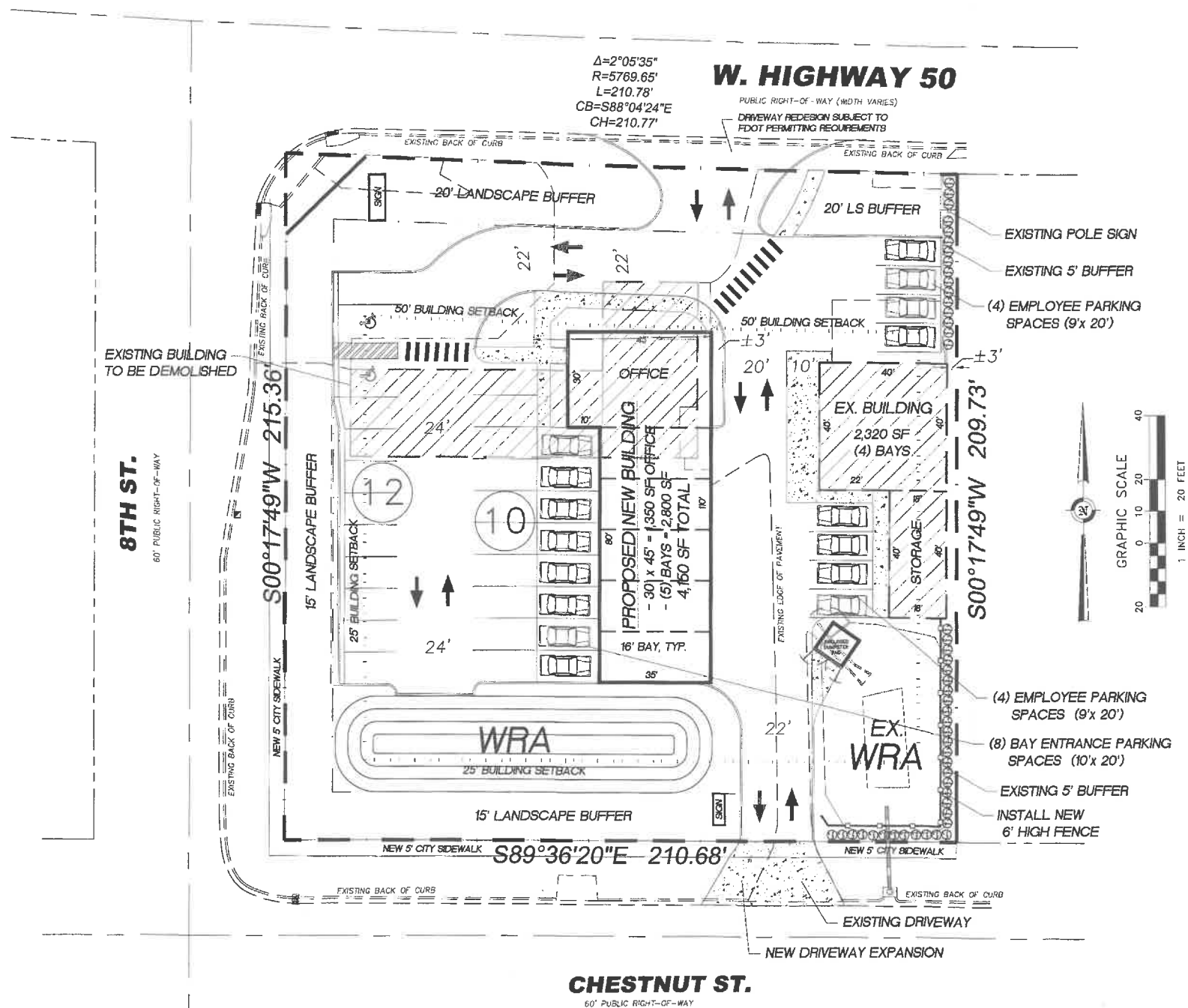
Legend

City Limits

Zoning Designations

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

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



CONCEPTUAL SITE PLAN

SCALE: 1" = 20'

LEGAL DESCRIPTION:

LOTS 9, 10, 15, 16, 17, 18, 19, 20, AND A 13.5 FOOT STRIP WEST OF LOTS 9 AND 10; ALL IN BLOCK 85, CLERMONT, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, INCLUSIVE, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PROJECT CHARACTERISTICS

TOTAL PROPERTY AREA	1.02± Acres
TOTAL WETLANDS / 100-YR FLOOD PLAIN AREA.....	0.00 Acres
LAKE COUNTY AKN - 1614775, 1614783, 1614791, 2785098 & 2879157	
EXISTING ZONING.....	C-1 (LIGHT COMMERCIAL)
and CUP - RESOLUTION No. 92-755, DATED MAY 26, 1992.	
FUTURE LAND USE DESIGNATION.....	COMMERCIAL

PROPOSED ZONING.....PUD

EXISTING USE: AN ESTABLISHED TIRE AND AUTOMOTIVE SERVICE FACILITY WITH (2) BUILDINGS AND AN EXISTING CUP IN EFFECT FOR THE EASTERN BUILDING. EXISTING DRY RETENTION POND ISSUED SURWMD PERMIT No. 42-069-0798AN (AKA #41988-1) ON 09/04/1992 FOR THE EASTERN BUILDING AND PAVING.

PROPOSED USE: CONTINUED USE OF THE EXISTING EASTERN BUILDING AND CONSTRUCTION OF A NEW BUILDING WITH AN OFFICE AND (5) SERVICE BAYS FOR A TOTAL OF (9) SERVICE BAYS.

PROPOSED SERVICES:

DRINKING WATER.....	CITY OF CLERMONT
SEWAGE DISPOSAL.....	CITY OF CLERMONT
ELECTRIC.....	DUKE ENERGY
NATURAL GAS.....	LAKE APOPKA NATURAL GAS DISTRICT
TELEPHONE.....	CENTURYLINK
GARBAGE DISPOSAL.....	CITY OF CLERMONT
FIRE PROTECTION.....	CITY OF CLERMONT
POLICE PROTECTION.....	CITY OF CLERMONT

MINIMUM BUILDING SETBACK REQUIREMENTS:

FROM SR 50 RIGHTS-OF-WAY.....	50'
FROM CITY RIGHTS-OF-WAY.....	25'
FROM REAR PROPERTY LINES.....	25'
FROM SIDE PROPERTY LINES.....	12'

PARKING SPACES REQUIRED:

AUTOMOTIVE SERVICE = (4) SPACES/BAY -AND- (1) SPACE/EMPLOYEE

EXISTING BUILDING - (4) BAYS - AND - (4) EMPLOYEES

$$[(4) \text{ BAYS} \times (4) \text{ SPACES}] = (16) \text{ Spaces}$$
$$[(4) \text{ EMPLOYEES} \times (1) \text{ SPACE}] = (4) \text{ Spaces}$$

PROPOSED BUILDING - (5) BAYS - AND - (5) EMPLOYEES

$$[(5) \text{ BAYS} \times (4) \text{ SPACES}] = (20) \text{ Spaces}$$

[(5) EMPLOYEES x (1) SPACE] = (5) Spaces

TOTAL PARKING SPACES REQUIRED = (45) SPACES

REQUIRED HANDICAPPED SPACES:

(1) SPACE per (25) SPACES = (2) HC SPACES REQUIRED

PARKING SPACES PROVIDED:

(20) REGULAR (10'x20')
(8) EMPLOYEE (9'x20')
(9) CARS INSIDE THE BAYS*
(8) BAY ENTRANCE (10'x 20')*
(2) HANDICAPPED (12'x20')
(47) TOTAL SPACES PROVIDED

PUD WAIVERS REQUESTED:

- 1) EXISTING BUILDING / CUP / SJRWMD SETBACKS AND BUFFERS;
- 2) (8) EMPLOYEE PARKING SPACES AT 9' WIDTH INSTEAD OF 10';
- 3) (12) PARKING SPACES BETWEEN LANDSCAPE BUFFERS;
- 4) ACCESS AISLES 22' PAVEMENT WIDTH WITHOUT PARKING;
- 5) NO BUILDING LANDSCAPING IN FRONT OF BAY DOORS;

*6) BAYS TO COUNT AS ONE REQUIRED PARKING SPACE - (9) TOTAL;

*7) (8) BAY ENTRANCE SPACES TO COUNT TOWARDS PARKING REQUIREMENTS;

-OR-

8) PARKING REQUIREMENTS REDUCED TO (30) PARKING SPACES;

Digitally signed by
Rick E McCoy
Date: 2019-08-30

14:47:01

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY RICK McCOY, PE No. 38721
ON THE DATE INDICATED HEREON.
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED.
THE DIGITAL SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

RICK McCOY, P.E.
STATE OF FLORIDA
PROFESSIONAL ENGINEER



PUD CONCEPTUAL SITE PLAN
CLERMONT AUTOMOTIVE CENTER PUD
Sec. 24; Twp. 22S; Rge. 26E; City of Clermont, Lake County, Fl.

JOB NO.
19-013

August 2019

DOWN. BY: _____

APP'D BY: _____

1 OF 1



CITY OF CLERMONT
REZONING
APPLICATION

DATE: August 28, 2019

FEE: \$542.⁰⁰
+ cost of advertisement

PROJECT NAME (if applicable): CLERMONT AUTOMOTIVE & TIRE CENTER, INC.

APPLICANT: Jimmy Crawford, Esq.

CONTACT PERSON: Jimmy Crawford

Address: 702 West Montrose Street

City: Clermont State: FL Zip: 34711

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

E-Mail: jcrawford@cmhlawyers.com

OWNER: Clermont Automotive & Tire Center, Inc.

Address: 789 W. Highway 50

City: Clermont State: FL Zip: 34711

Phone: 352-394-6262 Fax: _____

Address of Subject Property: 789 West Highway 50, Clermont, FL 34711

Legal Description (include copy of survey): Lots 9, 10, 15, 16, 17, 18, 19, 20 and a 13.5 foot strip West of Lots 9 and 10; All in Block 85, Clermont, as shown by the Plat thereof recorded in Plat Book 8, Pages 17 to 23, Inclusive, Public Records of Lake County, Florida

Acreage: 1.1 acre Land Use: Commercial
(City verification required)

Present Zoning: C-1 Light Commercial Proposed Zoning: PUD (C-2)
(City verification required)



CITY OF CLERMONT
REZONING
APPLICATION
Page 2

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

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

Continued use as allowed by CUP (Resolution No. 92-755) as an established tire and automotive service facility utilizing the existing eastern building and construction of a new replacement building with office and (5) service bays (for a total of 9 service bays).

PUD Waivers Requested:

- 1) Existing Building/CUP SJRWMD Setbacks & Buffers; 2) (8) Employee Parking Spaces at 9' Width instead of 10'; 3)(12) Parking spaces Between Landscape Buffers; 4) Access Aisles 22' Pavement Width Without Parking; 5) No Building Landscaping in Front of Bay doors; 6) Each Inside Bay to Count as One Required Parking Space (9) Total, 7) Outside Bay Door Spaces to Count Toward Parking Requirements; OR 8) Parking Requirements to (30) Parking Spaces.

Applicant Name (print)

X

Applicant Name (signature)

Owner Name (print)

X

Owner Name (signature)

SUSANA GIBSON
STEVEN P. GIBSON

Susana Gibson
Steven P. Gibson

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



**CITY OF CLERMONT
REZONING
APPLICATION**
Page 2

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

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

Continued use as allowed by CUP (Resolution No. 92-755) as an established tire and automotive service facility utilizing the existing eastern building and construction of a new replacement building with office and (5) service bays (for a total of 9 service bays).

PUD Waivers Requested:

1) Existing Building/CUP SJRWMD Setbacks & Buffers; 2) (8) Employee Parking Spaces at 9' Width instead of 10'; 3)(12) Parking spaces Between Landscape Buffers; 4) Access Aisles 22' Pavement Width Without Parking; 5) No Building Landscaping in Front of Bay doors; 6) Each Inside Bay to Count as One Required Parking Space (9) Total, 7) Outside Bay Door Spaces to Count Toward Parking Requirements; OR 8) Parking Requirements to (30) Parking Spaces.

Jimmy D. Crawford
Applicant Name (print)

X [Signature]
Applicant Name (signature)

Owner Name (print)

X _____
Owner Name (signature)

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

63-215/631

No. 4572

JOHN K. BICKERTON 10-09
JOAN M. BICKERTON
8706 SOUTHERN BREEZE DR.
ORLANDO, FL 32836-5009

DATE 8/30/2019 MP

\$ 542.00

Pay to the order of City of Cleemont

Five hundred forty two and no/100 Dollars



SUNTRUST

ACH RT 061000104

Reasoning Cleemont Automotive, Inc. John K. Bickerton

⑆063102152⑆1000088198815⑆4572

Heat
Reactive
INK

MP

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: 10090697
Phone: (352) 241-7331
Date: 09/23/19
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	09/17/2019	10/15/2019	\$230.24

LEGAL NOTICE

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

ORDINANCE NO. 2019-45

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

LOCATION

789 West Highway 50, Clermont, FL
Alternate Key 1614775, 1614783, 1614791, 2785098, and 2879157

LEGAL DESCRIPTION

CLERMONT LOTS 9,10,15,16,17,18,19,20 and 13.5 FT STRIP WEST OF LOTS 9 and 10; ALL IN BLOCK 85, CLERMONT, AS SHOWN BY THE PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGES 17 TO 23, INCLUSIVE, Public Records of Lake County, Florida, Alternate Key 1614783. Containing a total of 1.02 Acres, more or less.

FROM: City C-1 Light Commercial Zoning District
TO: City Planned Unit Development (PUD) District

This Clermont Planning & Zoning Commission will consider this request on Tuesday, October 1, 2019 at 6:30 p.m. A public meeting to consider the request will be held before the City Council on Tuesday, October 8, 2019 at 6:30 p.m. for Introduction and for Final Adoption on Tuesday,

October 22, 2019. All meetings will be held at City Hall, Council Chamber, located at 685 W. Montrose Street.

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

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

Tracy Ackroyd Howe, MMC
City Clerk

Ad No: 10090697
September 17, 2019

Payment Info	
Ad Price	\$230.24
Tax	\$0.00
Sub Total	\$230.24
Prepaid Amount	\$0.00
Balance Due	\$230.24